MAA-NULTH FIRST NATIONS

AGREEMENT-IN-PRINCIPLE

October 3, 2003

TABLE OF CONTENTS

PREAMBLE 5
CHAPTER 1 - DEFINITIONS 7
CHAPTER 2 - GENERAL PROVISIONS 15
CHAPTER 3 - LANDS 25
CHAPTER 4 - WATER 33
CHAPTER 5 - FOREST RESOURCES 35
CHAPTER 6 - ACCESS 37
CHAPTER 7 - CROWN CORRIDORS AND ROADS 41
CHAPTER 8 - FISHERIES 45
CHAPTER 9 - WILDLIFE AND MIGRATORY BIRDS 61
CHAPTER 10 - ENVIRONMENTAL ASSESSMENT AND ENVIRONMENTAL PROTECTION 69
CHAPTER 11 - PARKS AND PROTECTED AREAS 71
CHAPTER 12 – SELF-GOVERNMENT 77
CHAPTER 13 - MUNICIPAL AND REGIONAL GOVERNMENT RELATIONSHIPS 87
CHAPTER 14 - *INDIAN ACT* TRANSITION 89
CHAPTER 15 - CAPITAL TRANSFER AND NEGOTIATION LOAN REPAYMENT 91
CHAPTER 16 - FISCAL RELATIONS 95
CHAPTER 17 - TAXATION 99
CHAPTER 18 - CULTURE AND HERITAGE 103
CHAPTER 19 - DISPUTE RESOLUTION 105
CHAPTER 20 - ELIGIBILITY AND ENROLMENT 107
CHAPTER 21 - IMPLEMENTATION 111
CHAPTER 22 - APPROVAL OF THE AGREEMENT-IN-PRINCIPLE 113
CHAPTER 23 - RATIFICATION OF THE FINAL AGREEMENT 115

APPENDIX A - MAP OF MAA-NULTH AREA 117
SUB-APPENDIX A1 - MAP OF MAA-NULTH FIRST NATION AREA OF THE HUU-AY-AHT FIRST NATIONS 119
SUB-APPENDIX A2 - MAP OF MAA-NULTH FIRST NATION AREA OF THE KA:'YU:'K'T'H NATIONS AND CHE:K'TLES7ET'H' NATION 121
SUB-APPENDIX A3 - MAP OF MAA-NULTH FIRST NATION AREA OF THE TOQUAHT NATION 123
SUB-APPENDIX A4 - MAP OF MAA-NULTH FIRST NATION AREA OF THE UCHUCKLESAHT TRIBE 125
SUB-APPENDIX A5 - MAP OF MAA-NULTH FIRST NATION AREA OF THE UCLUELET FIRST NATION 127
APPENDIX B - MAA-NULTH DOMESTIC FISHING AREA 129
APPENDIX C - MAA-NULTH FISHING RIGHT ALLOCATIONS 131
APPENDIX D - MAA-NULTH FIRST NATIONS ABORIGINAL FISHERIES STRATEGY COMMERCIAL FISHING LICENCES 133
APPENDIX E - COMMERCIAL FISHING CAPACITY IN MAA-NULTH FIRST NATIONS HARVEST AGREEMENTS 135
APPENDIX F - MAP OF PACIFIC RIM NATIONAL PARK RESERVE 137

PREAMBLE

WHEREAS Section 35 of the *Constitution Act, 1982* recognizes and affirms the existing aboriginal and treaty rights of the aboriginal peoples of Canada and the courts have stated that aboriginal rights include aboriginal title;

WHEREAS the courts have stated that reconciliation of the prior presence of aboriginal people and the assertion of sovereignty by the Crown is best achieved through negotiation and agreement rather than through litigation;

WHEREAS the Parties intend to negotiate a Final Agreement and a Self-Government Agreement to provide a basis for this reconciliation and to provide a basis for a new relationship;

WHEREAS the negotiations of this Agreement have been conducted in an atmosphere of mutual respect and openness;

WHEREAS the Parties have negotiated this Agreement under the British Columbia Treaty process;

WHEREAS the Parties desire certainty in respect of Maa-nulth First Nations ownership and use of lands and resources, Maa-nulth First Nations law-making authority and the relationship of Federal Laws, Provincial Laws and Maa-nulth First Nation Laws; and

WHEREAS this Agreement sets out the principles agreed to by the Parties as the basis for negotiating a Final Agreement;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

CHAPTER 1 - DEFINITIONS

In this Agreement,

"Aboriginal Land Right" means any aboriginal right, including aboriginal title, that relates to or affects lands, waters, wildlife, fish or other natural resources.

"Aboriginal Self-Government Land Right" means any aboriginal right to self-government that relates to or affects lands, waters, wildlife, fish or other natural resources.

"Agreement" means this Agreement-in-Principle.

"**Allocation**" means

- a) in respect of a right to harvest Fish and Aquatic Plants:
    - i) a defined harvest quantity or quota;
    - ii) a formula defining a harvest quantity or quota; or
    - iii) a defined harvest area, within the Maa-nulth Domestic Fishing Area, and
- b) in respect of a right to harvest Wildlife or Migratory Birds:
    - i) a defined harvest quantity or quota; or
    - ii) a formula defining a harvest quantity or quota,

set out in the Final Agreement or in any Maa-nulth First Nations Harvest Agreement, as applicable.

"Annual Wildlife Harvest Plan" means the Annual Wildlife Harvest Plan described in the Wildlife and Migratory Birds Chapter.

"Aquatic Plants" includes all benthic and detached algae, brown algae, red algae, green algae, golden algae and phytoplankton, and all marine and freshwater flowering plants, ferns and mosses, growing in water or in soils that are saturated during most of the growing season.

"Available Flow" means the volume of flow of water above that required:

a) to ensure conservation of Fish, Wildlife Fish and stream habitats and to continue navigability as determined by the Minister in accordance with Federal and Provincial Laws and policies and in accordance with the provisions of the Final Agreement; and

b) under water reservations and water licences existing as of the date of this Agreement, and water licences applied for prior to the date of this Agreement.

"Capital Transfer" means an amount paid by Canada or British Columbia to a Maa-nulth First Nation under the Capital Transfer and Negotiation Loan Repayment Chapter.

"Conflict" means where compliance with one law or requirement would result in a breach of another law or requirement.

"Consult" and **"Consultation"** mean provision to a party of:

a) notice of a matter to be decided, in sufficient detail to permit the party to prepare its views on the matter;

b) in consultations between Parties to the Final Agreement, if requested by a Party, sufficient information in respect of the matter to permit the Party to prepare its views on the matter;

c) a reasonable period of time to permit the party to prepare its views on the matter;

d) an opportunity for the party to present its views on the matter; and

e) a full and fair consideration of any views on the matter so presented by the party.

"Crown" means Her Majesty the Queen in right of Canada or Her Majesty the Queen in right of British Columbia, as the case may be.

"Crown Corridors" means Provincial Roads and Public Utility corridors within Maa-nulth First Nation Lands.

"Domestic Purposes" means food, social and ceremonial purposes.

"Effective Date" means the date upon which the Final Agreement and Self-Government Agreement take effect.

"Enhancement Initiatives" means an initiative that is intended to result in an increase in Fish stocks through:

a) an artificial improvement to Fish habitat; or

b) the application of Fish culture technology.

"Federal Law" means federal statutes, regulations, ordinances, Orders-in-Council, and the common law.

"Final Agreement" means the agreement among Maa-nulth First Nations, Canada and British Columbia which will be negotiated based on this Agreement.

"First Nation Funding Agreements" means any agreement respecting loan funding allocated to the Maa-nulth First Nations by Canada directly, or through the British Columbia Treaty Commission or by British Columbia Treaty Commissioners.

"Fish" means:

a) fish;

b) shellfish, crustaceans and marine animals;

c) the parts of fish, shellfish, crustaceans, and marine animals; and

d) the eggs, sperm, spawn, larvae, spat, juvenile stages and adult stages of fish, shellfish, crustaceans and marine animals,

but does not include Wildlife Fish.

"Forest Resources" means all Timber Resources and Non-timber Resources, including all biota, but does not include Wildlife, Migratory Birds, water, Fish and Aquatic Plants.

"Gravel" means gravel, rock, random borrow materials and sand.

"*Ha'wiih*" means hereditary chiefs who hold their positions in accordance with Nuu-chah-nulth custom.

"Harvest" means fishing for, catching, or attempting to catch, Fish by any method.

"Heritage Site" means a heritage site as defined by federal or provincial legislation, and includes archaeological, burial, historical, and sacred sites.

"*Income Tax Act*" means the *Income Tax Act*, S.C. 1985 (5th Supp.) c. 1.

"***Income Tax Act (British Columbia)***" means the *Income Tax Act,* R.S.B.C. 1996, c. 215.

"**Intellectual Property**" includes any intangible property right resulting from intellectual activity in the industrial, scientific, literary or artistic fields, including, but not limited to, any rights relating to patents, copyrights, trademarks, industrial designs, or plant breeders' rights.

"**Maa-nulth Area**" means the area of land identified in the map attached as Appendix A.

"**Maa-nulth Domestic Fishing Area**" means the area set out in Appendix B.

"**Maa-nulth First Nation**" means any of the five collectivities of those persons who are eligible to be enrolled under the Final Agreement and who become one of the five legal entities that will sign the Final Agreement, namely: Ka:'yu:'k't'h'/Che:k'tles7et'h' Nation, Ucluelet First Nation, Toquaht Nation, Uchucklesaht Tribe, and Huu-ay-aht First Nations.

"**Maa-nulth First Nation Annual Fish Plan**" means a plan described in the Fisheries Chapter, as modified or adjusted in season.

"**Maa-nulth First Nation Area**" means, as regards a Maa-nulth First Nation, the area of land identified for that Maa-nulth First Nation on the applicable map attached to Appendix A as a Sub-appendix.

"**Maa-nulth First Nation Artifact**" means any object created by, traded to, commissioned by, or given as a gift to a Maa-nulth First Nation person or Maa-nulth First Nation, or that originated from a Maa-nulth First Nation or Maa-nulth First Nation heritage site and that has past and ongoing importance to Maa-nulth First Nations' culture or spiritual practices, but does not include any object traded to, or commissioned by, or given as a gift to another aboriginal people.

"**Maa-nulth First Nation Capital**" means Maa-nulth First Nation Lands, Other Maa-nulth First Nation Lands, the Capital Transfer and the other assets transferred to Maa-nulth First Nations under the Final Agreement.

"**Maa-nulth First Nation Citizen**" means an individual who is enrolled under the Final Agreement in accordance with the Eligibility and Enrolment Chapter.

"**Maa-nulth First Nation Constitution**" means the constitution of a Maa-nulth First Nation provided for in the Self-Government Chapter.

"**Maa-nulth First Nation Government**" means the government of any of the Maa-nulth First Nations.

"Maa-nulth First Nation Lands" means the lands identified in paragraph 1 of the Lands Chapter.

"Maa-nulth First Nation Law" means a law made pursuant to Maa-nulth First Nation law-making authority set out in the Final Agreement or the Self-Government Agreement and includes a Maa-nulth First Nation Constitution.

"Maa-nulth First Nation Private Lands" means Maa-nulth First Nation Lands that are designated as Maa-nulth First Nation Private Lands by the applicable Maa-nulth First Nation.

"Maa-nulth First Nation Public Institution" means a Maa-nulth First Nation Government body, board or commission established under law, such as a school board or health board.

"Maa-nulth First Nation Right to Harvest Migratory Birds" means the right of a Maa-nulth First Nation to harvest Migratory Birds for Domestic Purposes under the Final Agreement.

"Maa-nulth First Nation Right to Harvest Wildlife" means the right of a Maa-nulth First Nation to harvest Wildlife for Domestic Purposes under the Final Agreement.

"Maa-nulth First Nation Right to Harvest Wildlife and Migratory Birds" means the Maa-nulth First Nation Right to Harvest Wildlife and the Maa-nulth First Nation Right to Harvest Migratory Birds.

"**Maa-nulth First Nation Road**" means any road on Maa-nulth First Nation Lands under the administration and control of a Maa-nulth First Nation.

"Maa-nulth Fish Licence" means any licence, permit, or document, or amendment thereto, issued by the Minister under Federal or Provincial Law in respect of the Maa-nulth Fishing Right.

"Maa-nulth Fishing Right" means a right to harvest Fish and Aquatic Plants for Domestic Purposes under the Final Agreement.

"Maa-nulth Indian Band" means any of Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nation, Ucluelet First Nation, Toquaht Band, Uchucklesaht Band and Huu-ay-aht First Nation.

"Maa-nulth Indian Reserves" means the lands that were "reserves", as defined in the *Indian Act*, for the Maa-nulth Indian Bands on the day before the Effective Date.

"Migratory Birds" means migratory birds as defined under federal legislation enacted further to international conventions that are binding on British Columbia, and for greater certainty, includes the eggs of those birds.

"**Minister**" means the federal or provincial Minister having responsibility, from time to time, for the exercise of powers in relation to the matter in question, and any person with authority to act in respect of the matter in question.

"**Non-timber Resources**" means all Forest Resources other than Timber Resources.

"**Nuu-chah-nulth First Nations**" means Ahousaht, Ditidaht First Nation, Ehattesaht, Hesquiat First Nation, Huu-ay-aht First Nations, Hupacasath First Nation, Ka:'yu:'k't'h'/Che:k'tles7et'h' Nation, Mowachaht/Muchalaht, Nuchatlaht First Nation, Pacheedaht First Nation, Tla-o-qui-aht First Nations, Toquaht Nation, Tseshaht, Uchucklesaht Tribe and Ucluelet First Nation.

"**Other Maa-nulth First Nation Lands**" means lands owned by a Maa-nulth First Nation that are not Maa-nulth First Nation Lands.

"**Parties**" means each of the Maa-nulth First Nations, Canada and British Columbia and "**Party**" means any one of them.

"**Private Roads**" means those roads identified as private roads in the Final Agreement.

"**Provincial Law**" includes provincial statutes, regulations, ordinances, Orders-in-Council, by-laws and the common law.

"**Provincial Road**" means a road existing on the Effective Date located on a Crown Corridor under the administration and control of British Columbia, including forest service roads, within Maa-nulth First Nation Lands.

"**Public Utility**" has the meaning as set out in the *Utilities Commission Act, R.S.B.C. 1996, c. 473* and includes British Columbia Hydro and Power Authority, Telus Corporation and a water, sewage, or petroleum distribution utility.

"**Section 35**" means Section 35 of the *Constitution Act, 1982*.

"**Self-Government Agreement**" means the agreement among Maa-nulth First Nations, Canada and British Columbia contemplated by the Self-Government Chapter.

"**Stewardship Activities**" means activities conducted for the assessment, monitoring, protection and management of Fish and Fish habitat.

"**Submerged Lands**" means lands below the natural boundary as defined in the *Land Act*, R.S.B.C. 1996, c. 245.

"Subsurface and Mineral Resources" means minerals, placer minerals, petroleum, natural gas and geothermal resources and includes coal, earth, peat, marl, Gravel, riprap and other stone products.

"Timber" or "Timber Resources" means trees, whether living, standing, dead, fallen, limbed, bucked, or peeled.

"Trade and Barter" does not include sale.

"Treaty Related Measure" means an agreement among the Parties in support of treaty negotiations.

"Wildlife" means:

a) all vertebrate and invertebrate animals, including mammals, birds, Wildlife Fish, reptiles, and amphibians; and

b) the eggs, juvenile states, and adult stages of all vertebrate and invertebrate animals,

but does not include Fish or Migratory Birds.

"Wildlife and Migratory Birds Harvest Area" means the area to be set out in the Final Agreement in accordance with paragraph 2 of the Wildlife and Migratory Birds Chapter.

"Wildlife Fish" means:

a) lampreys, crustaceans, mollusks, and non-anadromous fish from or in non-tidal waters;

b) the parts of lampreys, crustaceans, mollusks, and non-anadromous fish, from or in non-tidal waters; and

c) the eggs, sperm, spawn, larvae, spat, juvenile stages, and adult stages of lampreys, crustaceans, mollusks, and non-anadromous fish, from or in non-tidal waters.

CHAPTER 2 - GENERAL PROVISIONS

Nature of this Agreement

1. The Parties acknowledge and agree that this Agreement and for greater certainty any of its provisions are not legally binding on any of the Parties and are without prejudice to the respective legal positions of the Parties prior to the Effective Date and neither this Agreement nor any related communications over the course of these negotiations will be used against any of the Parties in any court proceeding or any other forum or be construed as creating, abrogating, negating, denying, recognizing, defining, or amending any rights or obligations of any of the Parties except as expressly provided for in the Final Agreement and the Self-Government Agreement and only upon the Effective Date.

2. Based upon this Agreement, the Parties will begin as soon as practicable to negotiate the Final Agreement.

3. If a Maa-nulth First Nation does not approve this Agreement, the Parties will:

    a) remove the references in this Agreement to the Maa-nulth First Nation that has not approved it and make necessary consequential amendments;

    b) amend the allocations in the Fisheries Chapter as contemplated in paragraph 14 of the Fisheries Chapter;

    c) amend the Appendices and Sub-appendices as a result of the amendments contemplated in subparagraphs a) and b); and

    d) make such other consequential amendments as necessary.

    This Agreement, as amended, will be deemed to have been approved by those Maa-nulth First Nations that approved it in its current form.

Nature of the Final Agreement

4. The Final Agreement, once ratified by the Parties, will be legally binding on the Parties and on all persons, and can be relied on by all Parties and all persons.

5. Upon ratification of the Final Agreement by the Parties, the Final Agreement will be a treaty and a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

6. Canada and British Columbia will recommend to Parliament and the Legislature, respectively, legislation to bring into effect the Final Agreement.

Assurances

7. Each Maa-nulth First Nation will represent and warrant in the Final Agreement and the Self-Government Agreement that, in respect of the matters dealt with in the Final Agreement and the Self-Government Agreement, it has the authority to enter and does enter into the Final Agreement and the Self-Government Agreement on behalf of all persons of its Maa-nulth First Nation who have any aboriginal rights, including aboriginal title, in Canada, or any claims to such rights.

8. Canada, British Columbia and each Maa-nulth First Nation will provide assurances that it has the authority to enter into the Final Agreement and the Self-Government Agreement.

Constitution of Canada

9. Neither the Final Agreement nor the Self-Government Agreement will alter the Constitution of Canada, including:

   a) the distribution of powers between Canada and British Columbia;

   b) the identity of Maa-nulth First Nations as aboriginal people of Canada within the meaning of the *Constitution Act, 1982;* and

   c) sections 25 and 35 of the *Constitution Act, 1982.*

10. The Final Agreement and the Self-Government Agreement will each provide that the Canadian Charter of Rights and Freedoms will apply to each Maa-nulth First Nation Government in respect of all matters within its authority.

11. The Final Agreement and the Self-Government Agreement will each provide for the application and operation of Federal and Provincial Laws in respect of human rights.

Character of Maa-nulth First Nation Lands and Other Maa-nulth First Nation Lands

12. After the Effective Date, there will be no "lands reserved for the Indians" within the meaning of the *Constitution Act, 1867* for Maa-nulth First Nations and there will be no "reserves" as defined in the *Indian Act* for Maa-nulth First Nations.

Application of Federal and Provincial Laws

13. Any licence, permit or other authorization to be issued by Canada or British Columbia under the Final Agreement will be issued under Federal or Provincial Law and will not be part of the Final Agreement, but the Final Agreement will prevail to the extent of any Conflict with the licence, permit or other authorization.

14. Federal and Provincial Laws will apply to Maa-nulth First Nations, Maa-nulth First Nation Citizens, Maa-nulth First Nation Public Institutions, Maa-nulth First Nation Governments, Maa-nulth First Nation Lands and Other Maa-nulth First Nation Lands.

15. The Final Agreement will confirm that federal settlement legislation enacted to bring into effect the Final Agreement will prevail over other Federal Laws to the extent of any Conflict, and provincial settlement legislation enacted to bring into effect the Final Agreement will prevail over other Provincial Laws to the extent of any Conflict.

16. The Self-Government Agreement will confirm that federal legislation enacted to bring into effect the Self-Government Agreement will prevail over other Federal Laws to the extent of any Conflict, and provincial legislation enacted to bring into effect the Self-Government Agreement will prevail over other Provincial Laws to the extent of any Conflict.

17. The Final Agreement will prevail to the extent of any Conflict with a Federal or Provincial Law.

18. The Self-Government Agreement will prevail to the extent of any Conflict with a Federal or Provincial Law.

Relationship of Laws

19. Notwithstanding any other rule of priority in the Final Agreement or the Self-Government Agreement, if a Maa-nulth First Nation Law has an incidental impact on, or if one of the aspects of a Maa-nulth First Nation Law is with respect to, a subject matter over which:

    a) the Maa-nulth First Nation Government will not have law-making authority under the Final Agreement or the Self-Government Agreement; or

    b) the Maa-nulth First Nation Government will have law-making authority under the Final Agreement or the Self-Government Agreement but for which Federal and Provincial Laws prevail to the extent of a conflict, and if that impact or aspect of the Maa-nulth First Nation Law is in Conflict with a Federal or Provincial Law, then the Federal or Provincial Law will prevail to the extent of the Conflict.

20. Notwithstanding any other rule of priority in the Final Agreement or the Self-Government Agreement, Federal Laws in relation to peace, order and good government, criminal law, human rights, and the protection of the health and safety of all Canadians, or other matters of overriding national importance will prevail in the event of any Conflict with Maa-nulth First Nation Laws made under the law-making authorities set out in the Final Agreement or the Self-Government Agreement to the extent of any Conflict.

21. Canada will recommend to Parliament that federal settlement legislation enacted to bring into effect the Final Agreement make Provincial Laws apply to Maa-nulth First Nations, Maa-nulth First Nation Governments, Maa-nulth First Nation Public Institutions, Maa-nulth First Nation Citizens, Maa-nulth First Nation Lands and Other Maa-nulth First Nation Lands if those Provincial Laws do not apply of their own force.

22. Maa-nulth First Nation Laws will not apply to Canada or British Columbia.

23. Any Maa-nulth First Nation Law that is inconsistent or in Conflict with the Final Agreement or the Self-Government Agreement will be of no force or effect to the extent of the inconsistency or Conflict.

24. Prior to the Final Agreement and the Self-Government Agreement, the Parties will address the issue of consistency of Maa-nulth First Nation Laws and actions with Canada's international legal obligations.

Application of the *Indian Act*

25. The *Indian Act* will not apply to Maa-nulth First Nations, Maa-nulth First Nation Governments, and Maa-nulth First Nation Citizens, except as set out in the *Indian Act* Transition Chapter.

Other Rights, Benefits and Programs

26. Neither the Final Agreement nor the Self-Government Agreement will affect the ability of Maa-nulth First Nation Citizens to enjoy rights and benefits for which they would be eligible as Canadian citizens.

27. Subject to paragraph 26, nothing in the Final Agreement or the Self-Government Agreement will affect the ability of Maa-nulth First Nations, Maa-nulth First Nation Governments, Maa-nulth First Nation Public Institutions, or Maa-nulth First Nation Citizens to participate in, or benefit from, federal or provincial programs for aboriginal people, registered Indians or other Indians, in accordance with general criteria established for those programs from time to time.

28. Maa-nulth First Nation Citizens will be eligible to participate in programs established by Canada or British Columbia and to receive public services from Canada or British Columbia, in accordance with general criteria established for those programs or services from time to time, to the extent that a Maa-nulth First Nation has not assumed responsibility for those programs or public services under a Maa-nulth First Nation fiscal agreement.

Court Decisions

29. If a superior court of a province, the Federal Court of Canada, or the Supreme Court of Canada finally determines any provision of the Final Agreement or the Self-Government Agreement to be invalid or unenforceable:

    a) the Parties will make best efforts to amend the Final Agreement or the Self-Government Agreement, as applicable, to remedy or replace the provision; and

    b) the provision will be severable from the Final Agreement or the Self-Government Agreement, as applicable, to the extent of the invalidity or unenforceability, and the remainder of the Final Agreement or the Self-Government Agreement, as applicable, will be construed, to the extent possible, to give effect to the intent of the Parties.

30. No Party will challenge, or support a challenge to, the validity of any provision of the Final Agreement or the Self-Government Agreement.

31. A breach of the Final Agreement by a Party does not relieve any Party from its obligations under the Final Agreement.

32. A breach of the Self-Government Agreement by a Party does not relieve any Party from its obligations under the Self-Government Agreement.

Specific Claims

33. Prior to Final Agreement, the Parties will determine how specific claims will be addressed.

Certainty

34. The Final Agreement will comprehensively set out each of the Maa-nulth First Nations' Section 35 land rights, Section 35 self-government land rights related to matters set out in the Final Agreement, and other Section 35 rights related to matters set out in the Final Agreement.

35. As regards each Maa-nulth First Nation, the Final Agreement will modify:

    a) Aboriginal Land Rights,

    b) Aboriginal Self-Government Land Rights related to matters set out in the Final Agreement, and

    c) any other aboriginal rights related to matters set out in the Final Agreement,

    that such Maa-nulth First Nation may have, into the rights set out in the Final Agreement.

36. For greater certainty, the Final Agreement will provide that the rights and authorities set out in the Self-Government Agreement are not rights modified in the Final Agreement.

37. As regards each Maa-nulth First Nation, the Final Agreement will be the full and final settlement of:

    a) Aboriginal Land Rights;

    b) Aboriginal Self-Government Land Rights related to matters set out in the Final Agreement;

    c) any other aboriginal rights related to matters set out in the Final Agreement; and

    d) any rights added to the Final Agreement as part of the orderly process described in paragraph 42,

    that such Maa-nulth First Nation may have.

38. There is an outstanding issue among the Parties as to full and final settlement of Aboriginal Self-Government Land Rights that are not related to matters set out in the Final Agreement, which the Parties will resolve in the Final Agreement.

39. Each Maa-nulth First Nation will release Canada and British Columbia from all claims in relation to past infringements of any aboriginal rights, including aboriginal title, of that Maa-nulth First Nation, which infringement occurred before the Effective Date.

40. Each Maa-nulth First Nation will indemnify Canada and British Columbia regarding liability for any claims relating to any aboriginal rights , including aboriginal title, of that Maa-nulth First Nation, including any rights other than or different from the rights in the Final Agreement and any past infringements of aboriginal rights of that Maa-nulth First Nation. Any indemnities will exclude fees and disbursements of lawyers and other professional advisors.

41. The Self-Government Agreement will set out the agreement of Maa-nulth First Nations not to assert or exercise any rights other than as set out in the Self-Government Agreement, for as long as the agreement is in force. This is not intended to affect the exercise of rights under the Final Agreement.

42. Prior to the Final Agreement, the Parties will negotiate and attempt to reach agreement on a process concerning rights that a Maa-nulth First Nation wishes to exercise that are not rights addressed in the Self-Government Agreement or modified into a right set out in the Final Agreement.

43. Prior to the Final Agreement, the Parties will work together to identify an acceptable back-up legal technique in support of the modification technique to achieve the certainty which the Parties seek.

Other Aboriginal People

44. Neither the Final Agreement nor the Self-Government Agreement will affect, recognize or provide any aboriginal or treaty rights for any aboriginal people other than Maa-nulth First Nations.

45. If a court determines that a provision of the Final Agreement or the Self-Government Agreement adversely affects aboriginal or treaty rights of another aboriginal people that provision will not operate to the extent of the adverse effect and the Parties will make best efforts to remedy or replace the provision.

46. The Final Agreement will set out provisions for negotiating appropriate remedies where Maa-nulth First Nations treaty rights are adversely affected by a future treaty with another aboriginal people.

Amendment Provisions

47. The Parties agree that the Final Agreement and the Self-Government Agreement will only be amended with the agreement of the Parties.

48. Any one or more of the Parties may propose an amendment to the Final Agreement or the Self-Government Agreement.

49. In the event of a proposal pursuant to paragraph 48, the Parties agree that, before they proceed with amending the Final Agreement or the Self-Government Agreement, they may attempt to find other means of satisfying the interests of the Party or Parties proposing the amendment.

50. The processes for ratifying amendments to the Final Agreement or the Self-Government Agreement, after the Effective Date, will be set out in the Final Agreement.

51. The Parties agree to take the necessary steps to implement amended provisions of the Final Agreement or the Self-Government Agreement as soon as possible after the amendment has been ratified by all of the Parties.

Interpretation

52. To the extent of any Conflict or inconsistency, the provisions in the General Provisions Chapter of the Final Agreement will prevail over the provisions in the other chapters of the Final Agreement.

53. To the extent of any Conflict or inconsistency, the provisions in the General Provisions Chapter of the Self-Government Agreement will prevail over the provisions in the other chapters of the Self-Government Agreement.

54. The terms of the Final Agreement will not be presumed to be interpreted in favour of any Party.

55. In this Agreement:

a) a reference to a statute will include every amendment to it, every regulation made under it, and any law enacted in substitution for, or in replacement of it;

b) a reference to "Canada's international legal obligations" will include those which are in effect on, or after, the Effective Date;

c) unless it is otherwise clear from the context, the use of the singular will include the plural, and the use of the plural will include the singular; and

d) unless it is otherwise clear from the context, a reference in a chapter of this Agreement to a "paragraph", "subparagraph" or "Schedule" means a paragraph, subparagraph or schedule of that chapter.

56. For greater certainty, the Parties acknowledge that the *Official Languages Act* applies to the Final Agreement and the Self-Government Agreement, including the execution of the Final Agreement and the Self-Government Agreement.

57. The Final Agreement will set out other provisions concerning interpretation of the Final Agreement.

58. The Self-Government Agreement will set out other provisions concerning interpretation of the Self-Government Agreement.

Consultation

59. Where Canada and British Columbia have Consulted or provided information to Maa-nulth First Nations as required by the Final Agreement or the Self-Government Agreement, or consulted in accordance with federal or provincial legislation, Canada and British Columbia will have no additional Consultation obligations.

Information and Privacy

60. The Final Agreement will set out arrangements among the Parties relating to privacy and access to information requirements of the Parties.

CHAPTER 3 - LANDS

1. On the Effective Date, the Maa-nulth First Nation Lands of each Maa-nulth First Nation will consist of:

   a) Huu-ay-aht First Nations,

      i) existing Huu-ay-aht First Nations Indian Reserves, and

      ii) up to 6,500 hectares of additional lands;

   b) Ka:'yu:'k't'h'/ Che:k'tles7et'h' Nation,

      i) existing Ka:'yu:'k't'h'/Che:k'tles7et'h Nation Indian Reserves,

      ii) up to 4,000 hectares of additional lands for Ka:'yu:'k't'h', and

      iii) up to 1,600 hectares of additional lands for Che:k'tles7et'h';

   c) Toquaht Nation,

      i) existing Toquaht Nation Indian Reserves, and

      ii) up to 1,300 hectares of additional lands;

   d) Uchucklesaht Tribe,

      i) existing Uchucklesaht Tribe Indian Reserves, and

      ii) up to 2,600 hectares of additional lands; and

   e) Ucluelet First Nation,

      i) existing Ucluelet First Nation Indian Reserves, and

      ii) up to 4,900 hectares of additional lands,

   within the area set out in its respective Sub-appendix A1 through A5.

2. Maa-nulth First Nation Lands will include those Subsurface and Mineral Resources referred to in paragraphs 9 and 10, but Maa-nulth First Nation Lands will not include Submerged Lands, Crown Corridors, any existing fee simple lands, or Private Roads, within Maa-nulth First Nation Lands.

3. The Final Agreement will provide for agreed upon fee simple lands acquired by Maa-nulth First Nations to be included as Maa-nulth First Nation Lands.

4. The Final Agreement will set out the precise description, location and amount of Maa-nulth First Nation Lands for each Maa-nulth First Nation.

5. On the Effective Date, each Maa-nulth First Nation will own its Maa-nulth First Nation Lands in fee simple, and subject to paragraph 6, Maa-nulth First Nation fee simple ownership of Maa-nulth First Nation Lands will not be subject to any condition, proviso, restriction, exception, or reservation set out in the *Land Act*, or any comparable limitation under Federal or Provincial Law.

6. Maa-nulth First Nation fee simple ownership of Maa-nulth First Nation Lands will be subject to any agricultural land reserve designation in respect of additional lands referred to in paragraph 1, and the continuation of all interests existing on the Effective Date on Maa-nulth Indian Reserves and the additional lands referred to in paragraph 1.

7. The Final Agreement will set out all of the interests to which Maa-nulth First Nation Lands will be subject on the Effective Date, including all leases, licences, tenures, permits, and other authorized uses.

8. In the event that a Maa-nulth First Nation will be required to issue replacement tenures, or to assume existing tenures, in respect of those interests, the terms and conditions of those tenures will be included as part of the Final Agreement.

9. Each Maa-nulth First Nation will own Subsurface and Mineral Resources on its Maa-nulth First Nation Lands, except for those parcels of Crown lands where Subsurface and Mineral Resources are not owned by the Crown.

10. Each Maa-nulth First Nation's ownership of Subsurface and Mineral Resources is subject to all mineral tenures existing on the Effective Date on its Maa-nulth First Nation Lands and, for greater certainty, those mineral tenures will not be affected by the Maa-nulth First Nation's ownership of Subsurface and Mineral Resources and all Provincial Laws concerning those mineral tenures including access to them will continue to apply.

11. In accordance with the Final Agreement, its Maa-nulth First Nation Constitution, and its Maa-nulth First Nation Law, a Maa-nulth First Nation may transfer interests in its Maa-nulth First Nation Lands without the consent of Canada or British Columbia.

12. The Final Agreement will contain provisions concerning the status of Maa-nulth First Nation Lands which are sold.

13. All methods of acquiring a right in or over land by prescription or by adverse possession, including the common law doctrine of prescription and the doctrine of the lost modern grant, are abolished in respect of Maa-nulth First Nation Lands.

14. If, at any time, any parcel of Maa-nulth First Nation Lands, or any estate or interest in a parcel of Maa-nulth First Nation Lands, finally escheats to the Crown, the Crown will transfer, at no charge, that parcel, estate or interest to that Maa-nulth First Nation.

15. The boundaries of Maa-nulth First Nation Lands will be described at no cost to each Maa-nulth First Nation. Canada and British Columbia will, as agreed between them, pay the cost of any surveys of the boundaries of Maa-nulth First Nation Lands.

16. The Final Agreement will set out the process under which Maa-nulth First Nation Lands or parcels of Maa-nulth First Nation Lands may be registered under the provincial land title system or may be registered in a Maa-nulth First Nations registry system.

17. Overlapping claims with other First Nations with respect to Maa-nulth First Nation Lands referred to in paragraph 1 should be resolved prior to the Final Agreement.

Submerged Lands

18. British Columbia will own Submerged Lands within Maa-nulth First Nation Lands.

19. British Columbia will Consult with a Maa-nulth First Nation in respect of any proposal to dispose of or develop Submerged Lands within its Maa-nulth First Nation Lands.

20. British Columbia will obtain the consent of a Maa-nulth First Nation in respect of certain long-term dispositions and certain long-term authorized uses or occupations of Submerged Lands within its Maa-nulth First Nation Lands as set out in the Final Agreement and that Maa-nulth First Nation may not unreasonably withhold its consent.

21. Paragraphs 19 and 20 do not affect the riparian rights of the upland owners of Maa-nulth First Nation Lands adjacent to Submerged Lands.

Additions to Maa-nulth First Nation Lands

22. The Final Agreement will contain provisions which will allow each Maa-nulth First Nation to add a specified amount of lands to its Maa-nulth First Nation Lands.

23. Any addition of lands to the Maa-nulth First Nation Lands of a Maa-nulth First Nation will:

    a) require the consent of Canada and British Columbia;

    b) be at no cost to Canada and British Columbia;

    c) be in areas free from overlap with another First Nation unless that First Nation consents;

    d) be outside of municipal boundaries unless the municipality consents;

    e) be contiguous to existing Maa-nulth First Nation Lands of that Maa-nulth First Nation; and

    f) be owned in fee simple by that Maa-nulth First Nation.

24. The Final Agreement will include provisions in respect of the status of any lands within Maa-nulth First Nation Lands acquired in fee simple by that Maa-nulth First Nation.

Other Maa-nulth First Nation Lands

25. The Final Agreement will contain provisions which may provide for a Maa-nulth First Nation owning lands other than as Maa-nulth First Nation Lands.

26. On the Effective Date, Canada will transfer to the Ucluelet First Nation, in fee simple, as Other Maa-nulth First Nation Lands, the following three parcels in Ucluelet, British Columbia:

    a) Lot 4, District lot 283, Clayoquot District, Plan 31775, PID 001-128-396;

    b) Lot 6, District lot 283, Clayoquot District, Plan 31775, PID 001-128-400; and,

    c) Lot 11, Block 1, section 21, Clayoquot District, Plan 9200, PID 005-569-427.

27. Maa-nulth First Nations will not own the Subsurface and Mineral Resources on the lands referred to in paragraphs 25 and 26.

28. The lands referred to in paragraphs 25 and 26 will not be Maa-nulth First Nation Lands.

Subsurface and Mineral Resources - Management and Administration

29. Subject to paragraphs 30 and 33, each Maa-nulth First Nation, as owner, will have exclusive authority to set fees, rents and other charges, for development and extraction of Subsurface and Mineral Resources owned by that Maa-nulth First Nation.

30. No Maa-nulth First Nation will have the authority to set fees, rents and other charges in respect of those mineral tenures referred to in paragraph 10.

31. Any Maa-nulth First Nation and British Columbia may enter into agreements for management and administration by British Columbia of Subsurface and Mineral Resources owned by that Maa-nulth First Nation.

32. Nothing in the Final Agreement or the Self-Government Agreement will confer jurisdiction on a Maa-nulth First Nation to make laws in relation to the exploration for, development, production, use and application of nuclear energy and atomic energy and the production, possession and use, for any purpose, of nuclear substances, prescribed substances, prescribed equipment and prescribed information.

33. Nothing in the Final Agreement or the Self-Government Agreement will limit or restrict the operation of Federal or Provincial Laws in respect of mineral and subsurface energy exploration and development, including Federal or Provincial Laws specifically addressing petroleum and natural gas pool straddling, environmental protection, health and safety, and mine abandonment and reclamation on Maa-nulth First Nation Lands of that Maa-nulth First Nation.

Provincial Expropriation of Maa-nulth First Nation Lands

34. British Columbia acknowledges as a general principle that where it is reasonable to use other means, provincial expropriation of Maa-nulth First Nation Lands will be avoided.

35. Subject to paragraphs 36 to 38, any provincial expropriation of Maa-nulth First Nation Lands will be carried out in accordance with applicable provincial legislation and processes.

36. Any provincial expropriation of Maa-nulth First Nation Lands will be:

    a) of the smallest estate or interest necessary, and for the shortest time required;

    b) by and for the use of a provincial ministry or agent of the provincial Crown; and

    c) with the consent of the Lieutenant Governor in Council.

37. If there is a provincial expropriation of Maa-nulth First Nation Lands of a Maa-nulth First Nation under provincial legislation, British Columbia and that Maa-nulth First Nation will negotiate and attempt to reach agreement on Crown lands as compensation. If there is no agreement, British Columbia will provide that Maa-nulth First Nation with other compensation.

38. Lands provided by British Columbia to a Maa-nulth First Nation as compensation for a provincial expropriation will, at the option of that Maa-nulth First Nation at the time of the negotiation of the compensation, become Maa-nulth First Nation Lands provided those lands meet the criteria set out in subparagraphs 23 c), d), e) and f).

39. The Final Agreement will include provisions concerning the status of lands that a Maa-nulth First Nation purchases with cash received as compensation for a provincial expropriation.

40. British Columbia and Maa-nulth First Nations will negotiate and attempt to reach agreement on the maximum amount of Maa-nulth First Nation Lands that British Columbia may expropriate.

41. The Final Agreement will set out provisions under which British Columbia and Maa-nulth First Nations may negotiate terms that may allow a Maa-nulth First Nation to acquire lands previously expropriated by British Columbia, if the lands are no longer required by British Columbia.

42. The Final Agreement will contain provisions concerning the status of Maa-nulth First Nation Lands that are expropriated by British Columbia.

Federal Expropriation of Maa-nulth First Nation Lands

43. Canada acknowledges as a general principle that federal expropriation of Maa-nulth First Nation Lands will be avoided where reasonably practicable.

44. Notwithstanding paragraph 43, Canada may expropriate Maa-nulth First Nation Lands in accordance with the Final Agreement and Federal Laws.

45. Where Canada expropriates a fee simple estate in Maa-nulth First Nation Lands those lands will no longer be Maa-nulth First Nation Lands.

46. Any estate or interest in a parcel of Maa-nulth First Nation Lands may be expropriated by Canada if the Governor in Council determines in its opinion that:

    a) the expropriation is justifiable and necessary; and

    b) the amount of land is required by Canada.

47. Subject to paragraph 52, any cash compensation in respect of the value of the expropriated estate or interest will be determined in accordance with the federal *Expropriation Act*.

48. At the request of the affected Maa-nulth First Nation, Canada will make reasonable efforts to provide alternative parcels of lands as full or partial compensation.

49. Lands provided as compensation under paragraph 48 may become Maa-nulth First Nation Lands only with the agreement of that Maa-nulth First Nation, British Columbia and Canada, provided that the lands meet the criteria set out in subparagraphs 23c), d), e) and f). The limitation on the amount of lands that can be added as Maa-nulth First Nation Lands referred to in paragraph 22 does not apply to lands provided as full or partial compensation for any federal expropriation.

50. If, at a time after the expropriation, Canada is of the opinion that the lands are no longer required for a public purpose and the lands are suitable to offer for sale, Canada will first offer the Maa-nulth First Nation from which the lands were originally expropriated an opportunity to reacquire the expropriated lands at fair market value and on an as is basis.

51. A parcel of Maa-nulth First Nation Lands expropriated by Canada and reacquired by that Maa-nulth First Nation under paragraph 50 will become Maa-nulth First Nation Lands if:

    a) that Maa-nulth First Nation requests that the parcel become Maa-nulth First Nation Lands at the time the parcel is reacquired; and

    b) any lands that Canada may have provided under paragraph 48 as compensation for the expropriation did not become Maa-nulth First Nation Lands under paragraph 49.

52. Where Canada and a Maa-nulth First Nation do not reach agreement regarding compensation, Canada may proceed with the expropriation and the disagreement regarding the amount of compensation will be referred to arbitration under the dispute resolution process in the Dispute Resolution Chapter.

53. Where Canada and a Maa-nulth First Nation do not reach agreement regarding the price for that Maa-nulth First Nation to reacquire expropriated lands, the disagreement regarding the price for reacquisition will be referred to arbitration under the dispute resolution process in the Dispute Resolution Chapter.

Interim Protection Measures

54. When the Parties agree on all lands that are to become Maa-nulth First Nation Lands, the Parties will negotiate an interim protection measures agreement on proposed Maa-nulth First Nation Lands for a term of two years.

Maa-nulth First Nations Role Outside of Maa-nulth First Nation Lands

55. The Parties will negotiate and attempt to reach agreement on each Maa-nulth First Nations role outside of its Maa-nulth First Nation Lands in its respective Maa-nulth First Nations Area for the areas set out in Sub-appendices A1 through A5.

Commercial Recreation Tenures

56. Prior to the Final Agreement, Maa-nulth First Nations and British Columbia will develop management plans for proposed commercial recreation tenures which set out the recreational activities, reflect the environmental values in the defined area, set out the boundaries of the operating areas, and set out phase-in periods for the operations.

57. Upon satisfactory application by Maa-nulth First Nations, British Columbia will issue commercial recreation tenures to Maa-nulth First Nations for the operating areas described in the management plans that will not include Submerged Lands.

58. During the phase-in period for the commercial recreation tenures, British Columbia will not issue other commercial recreation tenures which would directly conflict with the management plans for the Maa-nulth First Nations commercial recreation tenures.

CHAPTER 4 - WATER

Water Reservation

1. The Parties will negotiate and attempt to reach an agreement on a water reservation for each Maa-nulth First Nation from the rivers and streams wholly or partially within its Maa-nulth First Nation Lands. In these negotiations, the Parties will take into account Available Flow from the particular river or stream.

2. If the Parties reach an agreement on a water reservation for a Maa-nulth First Nation, British Columbia will establish a water reservation for that Maa-nulth First Nation.

3. Water reserved pursuant to a Maa-nulth First Nation water reservation may be used for domestic, industrial and agricultural purposes.

4. Any water reservation for a Maa-nulth First Nation will take into account the volume from existing water licences held by that Maa-nulth First Nation.

5. The Final Agreement will provide that a Maa-nulth First Nation water reservation will have priority over all water licences except for existing water licences and applications for water licences as of a date to be determined.

Water Licences

6. A Maa-nulth First Nation or a Maa-nulth First Nation Citizen may, with the consent of the Maa-nulth First Nation holding the water reservation, apply to British Columbia for water licences for volumes of flow to be applied against that Maa-nulth First Nation's water reservation.

7. The Final Agreement will address the matter of whether provincial rentals, fees or charges will apply to water licences issued pursuant to paragraph 6.

8. If a water licence issued pursuant to paragraph 6 is cancelled, expires or otherwise terminates, the volume of flow in that licence will be added to the unlicenced volume of flow in that Maa-nulth First Nation's water reservation.

9. Water licences held by Maa-nulth First Nations will be subject to Available Flow and provincial regulatory requirements.

10. British Columbia may negotiate with any Maa-nulth First Nation that Maa-nulth First Nation's role in the management and administration of water licences issued under that Maa-nulth First Nation's water reservation.

11. British Columbia will Consult with a Maa-nulth First Nation Government respecting applications for water licences where the applicant may reasonably require access across or an interest in the Maa-nulth First Nation Lands of the applicable Maa-nulth First Nation.

12. British Columbia and Maa-nulth First Nations will negotiate and attempt to reach agreement on Consultation concerning applications for water licences in respect of rivers and streams wholly or partially within Maa-nulth First Nation Lands.

13. The Final Agreement will provide for access on, or an interest in, Maa-nulth First Nation Lands where reasonably required by a water licence holder.

14. The Final Agreement will provide for access on, or an interest in, provincial Crown lands where reasonably required under a water licence held by a Maa-nulth First Nation or a Maa-nulth First Nation Citizen.

Other

15. If Federal or Provincial Laws permit the sale of water, Maa-nulth First Nations may sell water in accordance with those laws.

16. The Final Agreement will not alter Federal or Provincial Laws in respect of proprietary interests in water.

17. If, prior to the Final Agreement, British Columbia introduces initiatives to regulate activities related to groundwater, British Columbia and Maa-nulth First Nations will discuss those initiatives.

CHAPTER 5 - FOREST RESOURCES

Forest Resources on Maa-nulth First Nation Lands

1. Each Maa-nulth First Nation will own Forest Resources on its Maa-nulth First Nation Lands.

2. Each Maa-nulth First Nation, as owner, will have exclusive authority to determine, collect and administer any fees, rents, or other charges relating to the harvesting of Forest Resources on its Maa-nulth First Nation Lands.

Forest Practices and Standards on Maa-nulth First Nation Lands

3. Each Maa-nulth First Nation Government may make laws in respect of the management of Forest Resources on the Maa-nulth First Nation Lands of the applicable Maa-nulth First Nation.

4. Maa-nulth First Nation Governments will not have law-making authority in relation to timber marking and scaling, manufacture in British Columbia of products from Forest Resources in accordance with Part 10 of the *Forest Act* on Maa-nulth First Nation Lands of the applicable Maa-nulth First Nation, and export of Forest Resources removed from such Maa-nulth First Nation Lands.

5. Each Maa-nulth First Nation may apply to British Columbia to export Timber harvested from its Maa-nulth First Nation Lands.

6. Prior to Final Agreement, the Parties will negotiate and attempt to reach agreement on the issue of the export of Timber from Maa-nulth Indian Reserves.

7. Maa-nulth First Nation Laws in respect of Timber under paragraph 3 will provide for forest practices and standards that meet or exceed those established under provincial legislation.

8. Maa-nulth First Nation Laws in respect of Non-timber Resources under paragraph 3 will provide for practices and standards that meet or exceed those established under federal and provincial legislation.

9. In the event of a Conflict between a Federal or Provincial Law and a Maa-nulth First Nation Law made under paragraph 3, the Federal or Provincial Law will prevail to the extent of the Conflict.

10. The Final Agreement will set out arrangements between British Columbia and Maa-nulth First Nations for the management and control of forest health on Maa-nulth First Nation Lands and for forest fire protection and suppression on Maa-nulth First Nation Lands.

11. The Final Agreement will provide for information sharing in relation to forest activities on Maa-nulth First Nation Lands and on provincial Crown lands immediately adjacent to Maa-nulth First Nation Lands.

Transition Provisions on Maa-nulth First Nation Lands

12. The Final Agreement will set out measures for the transition to each Maa-nulth First Nation authority and management of Forest Resources on its Maa-nulth First Nation Lands, including silviculture obligations and road de-activation.

CHAPTER 6 - ACCESS

Public Access on Maa-nulth First Nation Lands

1. Each Maa-nulth First Nation will allow reasonable public access on its Maa-nulth First Nation Lands for temporary recreational and non-commercial purposes, including reasonable opportunities for the public to hunt and fish on its Maa-nulth First Nation Lands, provided that this access does not interfere with uses authorized by that Maa-nulth First Nation or the ability of that Maa-nulth First Nation to authorize uses or dispose of its Maa-nulth First Nation Lands.

2. Reasonable public access does not include the harvesting or extraction of resources owned by a Maa-nulth First Nation, or causing damage to Maa-nulth First Nation Lands or resources owned by a Maa-nulth First Nation.

3. The Final Agreement will include provisions with respect to access, where reasonably required, to legal interests within, contiguous or in close proximity to Maa-nulth First Nation Lands, identified in the Final Agreement.

4. Subject to paragraphs 1 and 3, a Maa-nulth First Nation may designate portions of its Maa-nulth First Nation Lands as Maa-nulth First Nation Private Lands.

5. Subject to paragraphs 1 and 3, each Maa-nulth First Nation Government may make laws regulating public access on the Maa-nulth First Nation Lands of the applicable Maa-nulth First Nation for the:

   a) prevention of harvesting or extracting of resources owned by the applicable Maa-nulth First Nation; and

   b) protection of the applicable Maa-nulth First Nation's cultural sites.

6. In the event of a Conflict between a Federal or Provincial Law and a Maa-nulth First Nation Law made under paragraph 5, the Maa-nulth First Nation Law will prevail to the extent of the Conflict.

7. Subject to paragraphs 1 and 3, each Maa-nulth First Nation Government may make laws regulating public access on the Maa-nulth First Nation Lands of the applicable Maa-nulth First Nation for:

   a) purposes of public safety;

   b) prevention of nuisance or damage, including forest fire prevention; and

   c) protection of sensitive habitat.

8. In the event of a Conflict between a Federal or Provincial Law and a Maa-nulth First Nation Law made under paragraph 7, the Federal or Provincial Law will prevail to the extent of the Conflict.

9. Each Maa-nulth First Nation's liability for public access to its Maa-nulth First Nation Lands, other than Maa-nulth First Nation Private Lands, will be comparable to the liability of the Crown for public access to unoccupied Crown lands.

Navigable Waters

10. Nothing in the Final Agreement or the Self-Government Agreement will affect the public right of navigation on navigable waters.

Crown Access to Maa-nulth First Nation Lands

11. Employees, agents and other representatives of the Crown, Public Utilities, and peace officers will have access, at no cost, to Maa-nulth First Nation Lands in order to enforce laws, respond to emergencies, deliver programs and services and for other specified purposes as set out in the Final Agreement.

12. Neither the Self-Government Agreement nor the Final Agreement will limit the authority of Canada or the Minister of National Defence to carry out activities related to national defence and security on Maa-nulth First Nation Lands, without payment of any fees or other charges to Maa-nulth First Nations except as provided for under Federal Laws.

13. The Final Agreement will set out notice provisions regarding access under paragraphs 11 and 12 to Maa-nulth First Nation Lands.

Maa-nulth First Nations Access to Crown Lands

14. Employees, agents and other representatives of Maa-nulth First Nation Governments will have access, at no cost, to provincial Crown lands to enforce Maa-nulth First Nation Laws, deliver programs and services, and for other specified purposes as set out in the Final Agreement, in accordance with Federal and Provincial Laws.

15. The Final Agreement will set out notice provisions regarding access under paragraph 14 to provincial Crown lands.

16. Maa-nulth First Nation Citizens will have reasonable access to provincial Crown lands to allow for the exercise of Maa-nulth First Nations' rights set out in the Final Agreement, including use of resources for purposes incidental to the normal use of those rights, provided that this access and incidental use of resources are in accordance with federal and provincial legislation and do not interfere with authorized uses or the ability of the Crown to authorize uses or dispose of Crown lands.

CHAPTER 7 - CROWN CORRIDORS AND ROADS

Crown Corridors

1. Crown Corridors will not be part of Maa-nulth First Nation Lands and will be owned by British Columbia. The widths of Crown Corridors will be 30 metres unless otherwise specified in the Final Agreement.

2. The Final Agreement will identify all Crown Corridors within Maa-nulth First Nation Lands.

3. British Columbia will Consult with the applicable Maa-nulth First Nations regarding new uses or major road construction within Crown Corridors.

Entry on Maa-nulth First Nation Lands Outside Crown Corridors

4. In addition to the provisions of the Access Chapter, British Columbia or any Public Utility, their employees, agents, contractors, or representatives may enter on Maa-nulth First Nation Lands outside Crown Corridors for the purpose of undertaking works, including:

   a) constructing drainage works;

   b) maintaining slope stability; or

   c) removing dangerous trees or other hazards,

   as required for the protection, care, maintenance, or construction of road or Public Utility works.

5. Before British Columbia commences any work referred to in paragraph 4, British Columbia will deliver a written work plan describing the effect and extent of the proposed work on Maa-nulth First Nation Lands to the affected Maa-nulth First Nation for approval which will not be unreasonably withheld

6. If British Columbia and that Maa-nulth First Nation do not agree on a work plan submitted by British Columbia within 30 days of receipt by that Maa-nulth First Nation, either British Columbia or that Maa-nulth First Nation may refer the disagreement to be finally determined by arbitration under the Dispute Resolution Chapter.

7. In undertaking works referred to in paragraph 4, British Columbia will minimize the damage to, and time spent on, Maa-nulth First Nation Lands.

8. British Columbia will pay compensation for any interference with, or damage to, the applicable Maa-nulth First Nation Lands resulting from works by, or on behalf of, British Columbia, referred to in paragraph 4. British Columbia or the applicable Maa-nulth First Nations may refer a disagreement in respect of compensation to be finally determined by arbitration under the Dispute Resolution Chapter.

9. Notwithstanding any other provision of the Final Agreement, British Columbia may undertake works and take steps on Maa-nulth First Nation Lands that are urgently required in order to protect works constructed on Crown Corridors, or to protect persons or vehicles using Crown Corridors.

10. British Columbia will, as soon as practicable, notify the affected Maa-nulth First Nation in writing that it has undertaken works on its Maa-nulth First Nation Lands under paragraph 9.

11. The Final Agreement will include provisions for Public Utility access to Maa-nulth First Nation Lands, including provisions allowing a Public Utility to operate, maintain, replace, upgrade or extend its works on Maa-nulth First Nation Lands.

Consultation Regarding Traffic Regulation

12. Upon request of a Maa-nulth First Nation, British Columbia will Consult with that Maa-nulth First Nation with respect to existing regulation of traffic and transportation on a Crown Corridor that is adjacent to a settled area on its Maa-nulth First Nation Lands.

Access and Safety Regulation

13. British Columbia will retain the authority to regulate all matters relating to:

    a) the location and design of intersecting roads giving access to Crown Corridors from Maa-nulth First Nation Lands, including:

        i) regulating or requiring signs, signals, or other traffic control devices on Crown Corridors,

        ii) regulating or requiring merging lanes, on ramps and off ramps, or

        iii) requiring contributions to the cost of the matters referred to in subparagraphs 13a)i) and 13a)ii); and

b) the height and location of structures on Maa-nulth First Nation Lands immediately adjacent to Crown Corridors, only to the extent reasonably required to protect the safety of the users of Crown Corridors.

14. Subject to provincial requirements, including those set out in paragraph 13, British Columbia will not unreasonably deny a Maa-nulth First Nation access to a Provincial Road from its Maa-nulth First Nation Lands.

15. Subject to provisions of the Final Agreement, British Columbia will not zone or otherwise regulate land use on Maa-nulth First Nation Lands adjacent to Crown Corridors.

16. Each Maa-nulth First Nation will Consult with British Columbia on land use decisions relating to the development of its Maa-nulth First Nation Lands adjacent to Crown Corridors.

Roads

17. Provincial Roads will not be part of Maa-nulth First Nation Lands and are owned by British Columbia.

18. Roads on Maa-nulth First Nation Lands will be Maa-nulth First Nation Roads.

19. In accordance with the Access Chapter, each Maa-nulth First Nation will allow public use of its Maa-nulth First Nation Roads.

20. Each Maa-nulth First Nation will be responsible for maintenance and repair of its Maa-nulth First Nation Roads.

Gravel

21. Each Maa-nulth First Nation will have reasonable access at no cost, other than the cost of extraction, refinement and transportation, to sufficient quantities of Gravel and related aggregate materials from existing Gravel on provincial Crown lands in the vicinity of its Maa-nulth First Nation Lands to fulfill any obligations it may have to construct, maintain or repair roads or rights-of-way on its Maa-nulth First Nation Lands.

22. British Columbia will have reasonable access at no cost, other than the cost of extraction, refinement and transportation, to sufficient quantities of Gravel and related aggregate materials from existing Gravel on Maa-nulth First Nation Lands. Gravel and related aggregate materials extracted from those sites will be used to fulfill any obligations British Columbia may have to construct, maintain or repair roads and public rights-of-way.

23. The Final Agreement will contain provisions for Maa-nulth First Nations and British Columbia to prepare gravel management plans in respect of paragraphs 21 and 22 respectively.

CHAPTER 8 - FISHERIES

General

1. Maa-nulth First Nations will have a right to Harvest, in accordance with the Final Agreement, Fish and Aquatic Plants for Domestic Purposes in the Maa-nulth Domestic Fishing Area described in Appendix B.

2. The Maa-nulth Fishing Right will be limited by measures necessary for conservation, public health or public safety.

3. Where practicable, the Minister will, in advance, discuss with, or give notice to the holder of a Maa-nulth Fish Licence, public health or public safety measures that would require the Maa-nulth Fish Licence to be amended.

4. Where a Maa-nulth First Nation Citizen Harvests Fish or Aquatic Plants under the Maa-nulth Fishing Right, the Maa-nulth First Nation Citizen will not be required to have federal or provincial licences.

5. Harvesting under the Maa-nulth Fishing Right will be conducted in accordance with the provisions of the Maa-nulth Fish Licence.

6. The Final Agreement will include provisions to address the implications for the amount of Fish and Aquatic Plants that Maa-nulth First Nations may harvest, including any implications for overages and underages, in any year where there is not enough abundance of a stock or species of Fish or Aquatic Plants to meet all allocations from that stock or species for other British Columbia First Nations for Domestic Purposes.

7. The Maa-nulth Fishing Right is held by Maa-nulth First Nations and cannot be alienated.

8. The Minister will retain authority for managing and conserving Fish, Aquatic Plants, and Fish habitat.

9. Fish and Aquatic Plants harvested under the Maa-nulth Fishing Right cannot be sold.

10. The Final Agreement will not alter Federal Law or Provincial Law in respect of proprietary interests in Fish and Aquatic Plants.

11. Maa-nulth First Nation Citizens will have the right to Trade and Barter any Fish or Aquatic Plants harvested under the Final Agreement among themselves or with other aboriginal people of Canada resident in British Columbia.

12. The Maa-nulth Fishing Right will be exercised within the Maa-nulth Domestic Fishing Area unless otherwise provided for in a Maa-nulth Fish Licence or otherwise agreed by the Minister.

13. The Final Agreement will not preclude Maa-nulth First Nation Citizens from harvesting Fish and Aquatic Plants under a licence, permit, or other document issued under a Federal Law or Provincial Law.

14. The Parties agree that the allocations provided for in the Fisheries Chapter are for the Maa-nulth First Nations. Should one or more of the Maa-nulth First Nations not approve this Agreement the allocations will be reduced accordingly.

15. The Crown may authorize uses of or dispose of Crown lands, and any authorized use or disposition may affect the method, times and locations of harvesting Fish under the Maa-nulth Fishing Right, provided that the Crown ensures that those authorized uses or dispositions do not deny Maa-nulth First Nations the reasonable opportunity to harvest Fish under the Maa-nulth Fishing Right.

Documentation

16. The Final Agreement will provide for each Maa-nulth First Nation Government issuing documentation to its Maa-nulth First Nation Citizens or vessels used by its Maa-nulth First Nation Citizens, to harvest Fish and Aquatic Plants under the Maa-nulth Fishing Right.

17. Where Allocations for Fish or Aquatic Plants have been established under the Final Agreement, each Maa-nulth First Nation Government may issue documentation to persons who are not Maa-nulth First Nation Citizens or to vessels used by persons who are not Maa-nulth First Nation Citizens, to harvest those Fish or Aquatic Plants under the Maa-nulth Fishing Right. This provision is not intended to alter the application of Federal or Provincial Laws in respect of foreign fishing vessels in Canadian waters.

18. All persons or vessels used by persons who harvest or attempt to harvest Fish or Aquatic Plants under the Maa-nulth Fishing Right will be required to carry documentation issued by the applicable Maa-nulth First Nation Government and to produce that documentation on request by an authorized person.

19. Documentation issued by a Maa-nulth First Nation Government to a person or to a vessel used by a person who harvests or attempts to harvest Fish or Aquatic Plants under the Maa-nulth Fishing Right will:

a) be in the English language, and, at the discretion of the applicable Maa-nulth First Nation, in the Nuu-chah-nulth language;

b) in the case of a person, include the name and address of the person;

c) in the case of a vessel, include the vessel identification, and the identification of the name of the operator of the vessel; and

d) meet any requirements set out in the applicable Maa-nulth Fish Licence.

20. The Final Agreement will not preclude Maa-nulth First Nation Citizens from being designated by another First Nation to harvest Fish and Aquatic Plants under federal or provincial arrangements with that First Nation.

21. Unless the Parties otherwise agree prior to Final Agreement, Maa-nulth First Nations may not document persons or vessels used by persons who are not Maa-nulth First Nation Citizens to Harvest Fish or Aquatic Plants under the Maa-nulth Fishing Right where there is no Allocation established under the Final Agreement.

Maa-nulth Fishing Right Allocations

22. The Maa-nulth Fishing Right Allocations for sockeye salmon, chinook salmon, coho salmon, chum salmon, herring, halibut, groundfish (other than halibut, sablefish, skates, tuna, pile perch and Pacific hake), Dungeness crab and prawns are set out in Appendix C.

23. Prior to the Final Agreement, the Parties will establish Maa-nulth Fishing Right Allocations for sablefish, butter clams, mussels, horse clams, geoduck, rock oysters (*Pododesmus* sp.), razor clams, abalone, sea urchins, goose barnacles, skates, tuna, pile perch, Pacific hake and other Fish and Aquatic Plants as agreed to by the Parties.

24. The Final Agreement will set out that Canada or British Columbia, in respect of any Fish or Aquatic Plant species within their respective management authority, or Maa-nulth First Nations may propose the establishment of a Maa-nulth Fishing Right Allocation for Fish and Aquatic Plants not included in paragraphs 22 and 23.

25. The Final Agreement will include provisions describing how Maa-nulth Fishing Right Allocations for Fish and Aquatic Plants that are not set out in the Final Agreement will be determined, taking into account factors that the Parties agree are relevant.

26. The Final Agreement may set out areas in the Maa-nulth Domestic Fishing Area where the Minister will not permit commercial harvesting of bi-valve shellfish in the inter-tidal zone.

27. Fish and Aquatic Plants for which there is no Maa-nulth Fishing Right Allocation established under the Final Agreement may be harvested for Domestic Purposes under the Maa-nulth Fishing Right in accordance with a Maa-nulth Fish Licence.

28. The Final Agreement will describe when and how subsequent adjustments in respect of overages and underages are made to a Maa-nulth Fishing Right Allocation to account for salmon and, with the agreement of the Parties, other harvests that exceed or fail to meet the Maa-nulth Fishing Right Allocation in any year. Any adjustment will take into account the actions of the Minister and Maa-nulth First Nations in the conduct of the fishery. The Minister and Maa-nulth First Nations will endeavour to minimize any overages or underages in each year and to minimize the accumulation of overages and underages in successive years.

29. Notwithstanding paragraph 1, the Parties agree that the issue of the Maa-nulth Fishing Right as it applies to marine mammals will be addressed prior to the Final Agreement.

Aquaculture Tenures

30. The Parties will negotiate and attempt to reach agreement on lands to be included in designations under section 17(1) of the *Land Act*, for the purpose of establishing shellfish aquaculture tenures for each of the Maa-nulth First Nations.

31. If the Parties reach an agreement on the lands to be included in a designation referred to in paragraph 30, the Minister will, on the Effective Date, designate those lands under section 17(1) of the *Land Act*, for a term of 25 years, for the purpose of establishing shellfish aquaculture tenures for each of the Maa-nulth First Nations.

32. Notwithstanding section 17(3) of the *Land Act*, the Minister will not amend or cancel a designation referred to in paragraph 30 without the consent of the applicable Maa-nulth First Nation.

33. Subject to paragraph 32, British Columbia will continue, under Provincial Law, to manage and use lands designated in accordance with paragraph 30

34. Each Maa-nulth First Nation may apply to British Columbia for shellfish aquaculture tenures with respect to the lands that have been respectively designated in accordance with paragraph 30.

35. Any shellfish aquaculture tenure or other authorization that may be issued by the Minister to a Maa-nulth First Nation with respect to lands designated in accordance with paragraph 30 will be issued under Provincial Law and will not form part of the Final Agreement.

36. Any shellfish aquaculture tenure or other authorization that may be issued by the Minister to a Maa-nulth First Nation with respect to lands designated in accordance with paragraph 30 will contain the standard terms and conditions for such tenures and authorizations, except that prior to the Final Agreement, the Parties may agree on amendments to those terms and conditions.

Maa-nulth First Nations Participation in the Commercial Fishery

37. On the Effective Date, at the request of Maa-nulth First Nations, Canada will issue any licence listed in Appendix D to Maa-nulth First Nations as a commercial fishing licence.

38. Maa-nulth First Nations commercial fishing licences and vessels will be subject to Federal and Provincial Laws.

39. Prior to the Final Agreement and subject to the agreement of the Parties, licences referred to in paragraph 37 may be converted into capacity for inclusion in any Maa-nulth First Nations Harvest Agreement.

Maa-nulth First Nations Harvest Agreement

40. On the Effective Date, Canada and Maa-nulth First Nations may enter into a Maa-nulth First Nations Harvest Agreement in respect of Fish.

41. Any Maa-nulth First Nations Harvest Agreement and paragraphs 42 to 50 and Appendix E will not be part of the Final Agreement, will not be a treaty or land claims agreement and will not recognize or affirm any rights.

42. Prior to the Final Agreement, Canada and Maa-nulth First Nations will address the issue of whether some or all of the commercial fishing capacity of any Maa-nulth First Nations Harvest Agreement is transferable.

43. In this Chapter:

    a) "Compensable Share" means the share of the commercial fishing capacity included in a Maa-nulth First Nations Harvest Agreement to which compensation provisions will apply; and

b) "Maximum Share" means the maximum share of the commercial fishing capacity that may be included in a Maa-nulth First Nations Harvest Agreement.

44. The Maximum Share and the Compensable Share for sockeye salmon, chinook salmon, herring, halibut, sablefish and Dungeness crab is set out in Appendix E.

45. Any Maa-nulth First Nations Harvest Agreement:

a) will set out the Maximum Share for any fishery included in that Maa-nulth First Nations Harvest Agreement;

b) will set out the Compensable Share for any fishery included in that Maa-nulth First Nations Harvest Agreement;

c) may set out the period of time within which the Maximum Share and the Compensable Share included in that Maa-nulth First Nations Harvest Agreement may be acquired;

d) will be for a term of 25 years and be renewable on the same terms at the discretion of Maa-nulth First Nations every 15 years for a further 25 years;

e) will include provisions for the Harvest and disposition of Fish, Harvest monitoring, and fisheries management;

f) will include a dispute resolution process and a process for termination of that Maa-nulth First Nations Harvest Agreement including a requirement for fair compensation for any reduction in the Compensable Share; and

g) will include a process allowing for the addition of new species of Fish to any Maa-nulth First Nations Harvest Agreement within a period of time to be determined prior to the Final Agreement.

46. Any Maa-nulth First Nations Harvest Agreement will be established under federal settlement legislation.

47. The Minister will implement any Maa-nulth First Nations Harvest Agreement by:

a) issuing licences to Maa-nulth First Nations; or

b) other means under Federal Laws or Provincial Laws.

48. Fisheries under any Maa-nulth First Nations Harvest Agreement will have the same priority as commercial and recreational fisheries in fisheries management decisions made by the Minister.

49. Where the Maa-nulth First Nations and the Minister have agreed to a Maa-nulth First Nations Harvest Agreement that provides a share of the total allowable catch for a stock or species of Fish, there will be a Maa-nulth First Nations Harvest Agreement fishery for that stock or that species in a year when the following conditions have been met:

   a) there is:

      i) a commercial fishing opportunity for that stock or that species in the area described in the Harvest Agreement in that year; or

      ii) a directed commercial harvest of that stock or that species within the Maa-nulth Domestic Fishing Area in that year; and

   b) the Minister has not imposed conservation restrictions on recreational fisheries for that stock or that species in the Maa-nulth Domestic Fishing Area in that year,

unless otherwise determined by the Minister.

50. The Parties acknowledge that the Minister may authorize selective terminal salmon fishing opportunities in the Maa-nulth Domestic Fishing Area for Maa-nulth First Nations and other harvesters. Prior to the Final Agreement, the Parties will negotiate and attempt to agree on selective terminal salmon fishing opportunities for the Maa-nulth First Nations.

Harvest of Surplus Salmon

51. Each year the Minister may determine whether there is a surplus of a species of salmon originating in the Maa-nulth Domestic Fishing Area, the size of the surplus, and access to that surplus.

52. The Joint Fisheries Committee may:

   a) recommend to the Minister procedures for the identification of a surplus and terms and conditions for the harvest of the surplus; and

   b) provide advice to the Minister on the size and disposition of the surplus.

53. The Minister may permit Maa-nulth First Nations to harvest some or all of the surplus salmon that originate in the Maa-nulth Domestic Fishing Area, on reaching agreement with Maa-nulth First Nations in respect of:

    a) the terms and conditions of the harvest; and

    b) whether all or part of the harvest will be included in the determination of underages.

New and Emerging Fisheries

54. Where the Minister determines opportunities exist for development of a new and emerging commercial fishery, the Maa-nulth First Nations will be eligible to participate in accordance with the terms and conditions established by the Minister for entry into that fishery.

55. The extent of the participation referred to in paragraph 54 will be consistent with the development of a framework by Canada and British Columbia related to new and emerging fisheries. The framework may reflect, among other factors, the nature of the new and emerging fishery, any share to be set aside for the participation of other British Columbia First Nations, the location of the new and emerging fishery relative to any other British Columbia First Nations' harvest areas, and the interest of other British Columbia First Nations in participation in the fishery.

56. Prior to the Final Agreement, the Parties will negotiate and attempt to reach agreement on the process to determine the share to be set aside for Maa-nulth First Nations participation in any new and emerging fisheries authorized by the Minister, and the process for inclusion of that share in a Maa-nulth First Nations Harvest Agreement.

Law-Making Authority

57. Each Maa-nulth First Nation Government may make laws consistent with the Final Agreement on the following matters:

    a) the distribution of the Fish and Aquatic Plants harvested under the Maa-nulth Fishing Right among Maa-nulth First Nation Citizens;

    b) the designation of persons to Harvest under the Maa-nulth Fishing Right; and

    c) other Fish and Aquatic Plants matters as set out in the Final Agreement.

58. In the event of a Conflict between a Maa-nulth First Nation Law made under paragraph 57 and a Federal Law or Provincial Law, the Maa-nulth First Nation Law will prevail to the extent of the Conflict.

59. Each Maa-nulth First Nation Government may make laws consistent with the Final Agreement on the following matters:

    a) the documentation of those persons designated by the Maa-nulth First Nation Governments who may Harvest Fish and Aquatic Plants under the Final Agreement; and

    b) other Fish and Aquatic Plants matters as set out in the Final Agreement.

60. In the event of a Conflict between a Maa-nulth First Nation Law made under paragraph 59 and a Federal Law or Provincial Law, the Federal Law or Provincial Law will prevail to the extent of the Conflict.

Joint Fisheries Committee

61. The Parties agree that it is best to deal with fisheries management issues involving the Maa-nulth First Nations and the other Nuu-chah-nulth First Nations in one forum.

62. Before Final Agreement, the Parties will negotiate and attempt to reach agreement with respect to a Joint Fisheries Committee.

63. The Joint Fisheries Committee will be open to representatives from all Nuu-chah-nulth First Nations, British Columbia and Canada.

64. The Maa-nulth First Nations will participate in the Joint Fisheries Committee.

65. The Joint Fisheries Committee will facilitate cooperative planning of:

    a) Maa-nulth First Nations fisheries for Domestic Purposes under the Final Agreement;

    b) Maa-nulth First Nations Enhancement Initiatives and Stewardship Activities;

    c) Maa-nulth First Nations fisheries monitoring and enforcement activities;

    d) Maa-nulth First Nations environmental protection activities associated with Fish and Fish habitat; and

    e) other matters by agreement of the parties.

66. Subject to federal and provincial access to information and privacy legislation, Maa-nulth First Nations and Canada and British Columbia, if British Columbia chooses to participate in the Joint Fisheries Committee, will provide each other with access to all information necessary to enable the committee to carry out its responsibilities.

67. Prior to the Final Agreement, British Columbia will determine if it will participate in the Joint Fisheries Committee.

68. The Final Agreement may include provisions concerning the relationship between the Maa-nulth First Nations members of the Joint Fisheries Committee and British Columbia with respect to fisheries managed by British Columbia.

69. In facilitating cooperative planning, under paragraph 65, the Joint Fisheries Committee may:

   a) discuss publicly available information for existing and proposed commercial and other fisheries that could significantly affect Maa-nulth First Nations fisheries;

   b) discuss publicly available information related to measures necessary for conservation, public health or public safety that could significantly affect Maa-nulth First Nations fisheries;

   c) discuss publicly available information related to proposed Enhancement Initiatives in the Maa-nulth Domestic Fishing Area;

   d) arrange for collection and exchange of publicly available fisheries-related data;

   e) discuss possible provisions for a Maa-nulth First Nations Annual Fish Plan and Maa-nulth Fish Licence prior to Maa-nulth First Nations developing a Maa-nulth First Nations Annual Fish Plan;

   f) review the Maa-nulth First Nations Annual Fish Plan;

   g) recommend to the Minister provisions for a Maa-nulth Fish Licence, taking into account the Maa-nulth First Nations Annual Fish Plan, including Maa-nulth First Nations preferences in respect of Harvest methods, timing and locations, where they are submitted in a timely fashion;

   h) review Maa-nulth First Nations proposals for Enhancement Initiatives and Stewardship Activities;

i) provide advice to the Minister and Maa-nulth First Nations concerning:

   i) Fish management and Harvesting in the Maa-nulth Domestic Fishing Area,

   ii) Maa-nulth First Nations fisheries,

   iii) the conduct of fisheries outside the Maa-nulth Domestic Fishing Area that could significantly affect Harvesting under the Maa-nulth Fishing Right,

   iv) Fish habitat management and protection,

   v) escapement goals for salmon stocks in the Maa-nulth Domestic Fishing Area,

   vi) Enhancement Initiatives and other Stewardship Activities conducted by Maa-nulth First Nations in the Maa-nulth Domestic Fishing Area,

   vii) in-season amendments to Maa-nulth Fish Licences,

   viii) overages and underages, or

   ix) harvest of surplus salmon;

j) communicate with other advisory bodies in respect of matters of mutual interest;

k) make recommendations to the trustees of the *Tsuh-Tsuh-Thluk* Trust in respect of projects, programs and activities to be funded from expenditures from that trust; and

l) carrying out other responsibilities as the parties agree.

70. The Joint Fisheries Committee will operate on a consensus basis. If there is no consensus, each member party on the Joint Fisheries Committee may submit recommendations or advice to the Minister.

71. If special circumstances make it impracticable to receive advice or recommendations from the Joint Fisheries Committee, the Minister:

    a) may make the decision or take the action that the Minister considers necessary, without receiving advice from the Joint Fisheries Committee; and

    b) will advise the Joint Fisheries Committee as soon as practicable of the special circumstances and the decision made or action taken.

72. Before Final Agreement, the Parties will agree to a process to amend the roles, membership and responsibilities of the Joint Fisheries Committee.

Fisheries Advisory Processes

73. The Final Agreement will provide that:

    a) where a public fisheries advisory process exists, or may be established by Canada or British Columbia, that principally encompasses the Maa-nulth Domestic Fishing Area, Canada or British Columbia will provide for Maa-nulth First Nations participation in that process on the same basis as other participants;

    b) where a public fisheries advisory process exists, or may be established by Canada or British Columbia, that involves a geographic area in British Columbia including but significantly larger than the Maa-nulth Domestic Fishing Area, Canada or British Columbia will provide for Maa-nulth First Nations representation in that process on the same basis as other First Nations; and

    c) if a regional fisheries committee is established for integrating fisheries management processes, including those which apply to aboriginal fisheries, in an area that includes all or part of the Maa-nulth Domestic Fishing Area, and the committee has responsibilities similar to those of the Joint Fisheries Committee, the Parties may agree that some of the responsibilities of the Joint Fisheries Committee may be performed by the regional fisheries committee.

Maa-nulth First Nations Annual Fish Plans

74. Each year, Maa-nulth First Nations will develop a Maa-nulth First Nations Annual Fish Plan.

75. The Maa-nulth First Nations Annual Fish Plan and any amendments will include the Maa-nulth First Nation's preference as to:

    a) as appropriate, what stocks would be Harvested and in what amounts;

    b) a description of the Fish and Aquatic Plants to be Harvested;

    c) the location and timing of harvest;

    d) the method of harvest, including the size, type, identification, marking, and quantity of fishing gear and the manner in which it may be used;

    e) the monitoring of harvest, including notification, catch monitoring, identification and reporting of harvest;

    f) the distribution and transportation of Fish and Aquatic Plants Harvested under the Maa-nulth Fishing Right;

    g) enforcement of Maa-nulth First Nations fisheries; and

    h) other matters.

76. The Maa-nulth First Nations may propose in a Maa-nulth First Nations Annual Fish Plan provisions that the Maa-nulth First Nations wish to be included in a Maa-nulth Fish Licence.

77. Maa-nulth First Nations will provide the Maa-nulth First Nations Annual Fish Plan to the Minister in a timely fashion.

78. Maa-nulth First Nations Annual Fish Plans will not be part of the Final Agreement.

Maa-nulth Fish Licence

79. Each year, the Minister will issue a Maa-nulth Fish Licence to a Maa-nulth First Nation in respect of the Maa-nulth Fishing Right. The Maa-nulth Fish Licence will be consistent with the Final Agreement.

80. Canada or British Columbia will not charge any fee for a Maa-nulth Fish Licence.

81. Where the Minister receives a Maa-nulth First Nations Annual Fish Plan in a timely fashion, the Minister will take that plan into account prior to issuing a Maa-nulth Fish Licence.

82. The Minister will provide written reasons to Maa-nulth First Nations and the Joint Fisheries Committee if the Maa-nulth Fish Licence has significant changes from Maa-nulth First Nations preferences in respect of methods, timing and location of harvest, and from any other matter set out in the relevant Maa-nulth First Nations Annual Fish Plan.

83. Where the Minister makes changes to a Maa-nulth Fish Licence, the Minister will give notice and reasons, and where practicable, discuss those changes with Maa-nulth First Nations and the Joint Fisheries Committee in advance.

Treaty Related Measure and Interim Arrangements

84. Canada will acquire, as soon as practicable after the signing of this Agreement, on a willing buyer - willing seller basis, fishing capacity up to an amount to be agreed to by the Parties (the "Interim Fishing Capacity"), subject to a process agreed among the Parties. As set out in paragraph 5 of the Capital Transfer and Negotiation Loan Repayment Chapter, the cost of these acquisitions will be deducted from the Capital Transfer.

85. Under a Treaty Related Measure, the Maa-nulth First Nations will be able to utilize the Interim Fishing Capacity until the Effective Date or the termination of the Treaty Related Measure. On the Effective Date, the Interim Fishing Capacity will be provided to the Maa-nulth First Nations.

86. The Maa-nulth First Nations will utilize the Interim Fishing Capacity in accordance with licence conditions applicable to the commercial fishery, unless otherwise agreed to by the Parties.

87. Prior to the Final Agreement, the Parties will negotiate and attempt to reach agreement on what, if any, part of the Interim Fishing Capacity may be converted into capacity for inclusion in any Maa-nulth First Nations Harvest Agreement.

88. The Parties will, through interim arrangements, test provisions of this Agreement related to the Joint Fisheries Committee, any Maa-nulth First Nations Harvest Agreement, any Maa-nulth First Nations Annual Fishing Plan and licensing arrangements.

89. The Parties acknowledge that the activities contemplated in the Treaty Related Measure and any interim arrangements may inform the negotiation of Maa-nulth First Nations Harvest Agreements and of the Fisheries Chapter for the Final Agreement, including:

a) the activities and responsibilities of the Joint Fisheries Committee;

b) Maa-nulth First Nations Annual Fish Plans;

c) the matters to be taken into account by the Minister in the issuance of the Maa-nulth Fish Licence; and

d) the identification of selective terminal salmon fishing opportunities.

Stewardship and Enhancement

90. Maa-nulth First Nations may conduct, with the approval of the Minister and in accordance with Federal Law and Provincial Law, Enhancement Initiatives and Stewardship Activities in the Maa-nulth Domestic Fishing Area.

91. Canada and Maa-nulth First Nations will establish a *Tsuh-Tsuh-Thluk* Trust as soon as practicable after the Effective Date.

92. The objects of the Trust will be consistent with the requirements of a charitable trust under Federal Law, and may include:

a) promoting conservation and protection of Fish, Aquatic Plants and Fish habitat in the Maa-nulth Domestic Fishing Area;

b) facilitating sustainable management of Fish and Fish habitat in the Maa-nulth Domestic Fishing Area; and

c) promoting and supporting Maa-nulth First Nations participation in the stewardship of Fish and Fish habitat in the Maa-nulth Domestic Fishing Area, for the benefit of all Canadians.

Prior to the Final Agreement, the Parties may negotiate an agreement regarding the inclusion of watershed restoration activities as an object of the Trust.

93. Canada will settle on the trustees up to $3 million for the purposes of stock and habitat assessments, escapement monitoring, and estimation of seasonal abundance.

94. In pursuing the objects of the Trust, the trustees will seek and consider recommendations from the Canada and Maa-nulth First Nations members of the Joint Fisheries Committee regarding projects, programs and activities to be funded by the Trust.

Enforcement

95. The Parties may negotiate agreements concerning enforcement of Federal Laws, Provincial Laws, or Maa-nulth First Nation Laws in respect of fisheries. Any of those agreements will not be part of the Final Agreement, will not be a treaty or land claims agreement and will not recognize or affirm any rights.

96. Maa-nulth First Nation Laws made in accordance with this Chapter may be enforced by persons authorized to enforce Federal Laws, Provincial Laws, or Maa-nulth First Nations Laws in respect of Fish and Aquatic Plants, in British Columbia.

97. The Final Agreement may address other enforcement issues in respect of Maa-nulth First Nations fisheries.

CHAPTER 9 - WILDLIFE AND MIGRATORY BIRDS

General

1. Each Maa-nulth First Nation will have the right to harvest, under its Maa-nulth First Nation Right to Harvest Wildlife and Migratory Birds, in accordance with the Final Agreement, Wildlife and Migratory Birds for Domestic Purposes in the Wildlife and Migratory Birds Harvest Area.

2. The Final Agreement will set out the boundaries of the Wildlife and Migratory Birds Harvest Area which will include:

    a) the Maa-nulth Area; and

    b) any other areas that may be agreed upon by the Parties within:

        i) the boundary of the Wildlife and Migratory Birds Harvest Area as defined in the draft Nuu-chah-nulth Agreement-in-Principle dated March 10, 2001; and

        ii) the Statement of Intent Areas of the Ditidaht First Nation, Pacheedaht First Nation and Hupacasath First Nation filed with the British Columbia Treaty Commission.

3. The Final Agreement will provide that if Canada and British Columbia enter into a treaty with a Nuu-chah-nulth First Nation other than a Maa-nulth First Nation that provides for harvesting of Wildlife and Migratory Birds by Maa-nulth First Nation Citizens in areas outside the Wildlife and Migratory Birds Harvest Area, the Parties will negotiate and attempt to reach agreement to amend the boundaries of the Wildlife and Migratory Birds Harvest Area to include those additional areas and to make other necessary amendments to the Final Agreement.

4. Each Maa-nulth First Nation Right to Harvest Wildlife and Migratory Birds will be limited by measures necessary for conservation, public health or public safety.

5. Each Maa-nulth First Nation Right to Harvest Wildlife and Migratory Birds is a right to harvest in a manner that:

    a) is consistent with:

        i) the communal nature of the Maa-nulth First Nation's harvest for Domestic Purposes, and

        ii) the traditional seasons of the Maa-nulth First Nation's harvest; and

b) does not interfere with other authorized uses of Crown lands.

6. The Crown may authorize uses of or dispose of Crown lands, and any authorized use or disposition may affect the method, times and locations of harvesting Wildlife and Migratory Birds under the Maa-nulth First Nation Rights to Harvest Wildlife and Migratory Birds, provided that the Crown ensures that those authorized uses or dispositions do not deny Maa-nulth First Nations the reasonable opportunity to harvest Wildlife and Migratory Birds under the Maa-nulth First Nation Rights to Harvest Wildlife and Migratory Birds.

7. Maa-nulth First Nation Citizens will not be required to have federal or provincial licences or pay any fees, charges, or royalties to Canada or British Columbia relating to the Maa-nulth First Nation Rights to Harvest Wildlife and Migratory Birds.

8. Nothing in the Final Agreement or the Self-Government Agreement will affect Canada's ability to require Maa-nulth First Nation Citizens to obtain licences for the use and possession of firearms under Federal Laws on the same basis as other aboriginal people of Canada.

9. The Final Agreement will not preclude Maa-nulth First Nation Citizens from harvesting Wildlife outside of the Wildlife and Migratory Birds Harvest Area throughout Canada in accordance with:

a) Federal and Provincial Laws;

b) any agreements, that are in accordance with Federal and Provincial Laws, between Maa-nulth First Nations and other aboriginal people; or

c) any arrangements between other aboriginal people and Canada or British Columbia.

10. The Final Agreement will not preclude Maa-nulth First Nation Citizens from harvesting Migratory Birds throughout Canada in accordance with:

a) Federal and Provincial Laws;

b) any agreements, that are in accordance with Federal and Provincial Laws, between Maa-nulth First Nations and other aboriginal people; or

c) any arrangements between other aboriginal people and Canada or British Columbia.

Documentation

11. Each Maa-nulth First Nation Government will issue documentation to the Maa-nulth First Nation Citizens of the applicable Maa-nulth First Nation to harvest or attempt to harvest Wildlife and Migratory Birds under the Maa-nulth First Nation Right to Harvest Wildlife and Migratory Birds in the Wildlife and Migratory Birds Harvest Area.

12. All persons who harvest or attempt to harvest Wildlife or Migratory Birds under a Maa-nulth First Nation Right to Harvest Wildlife and Migratory Birds will be required to carry documentation issued by a Maa-nulth First Nation Government and to produce that documentation on request by an authorized person.

13. Documentation issued by a Maa-nulth First Nation Government to a person who harvests or attempts to harvest Wildlife or Migratory Birds under a Maa-nulth First Nation Right to Harvest Wildlife and Migratory Birds will:

    a) be in the English language, and, at the discretion of the applicable Maa-nulth First Nation, in the Nuu-chah-nulth language;

    b) include the name and address of the person; and

    c) meet any other requirements set out in the Annual Wildlife Harvest Plan.

14. Each Maa-nulth First Nation Right to Harvest Wildlife and Migratory Birds is held by the applicable Maa-nulth First Nation and cannot be alienated.

Allocations

15. The Final Agreement will set out processes for determining Allocations for specified Wildlife species and specified Migratory Bird species.

Management

16. The Minister will retain authority for Wildlife and Migratory Birds, their management, conservation, and habitat.

17. The Final Agreement will not alter Federal or Provincial Law in respect of proprietary interests in Wildlife and Migratory Birds.

Annual Wildlife Harvest Plan

18. Each Maa-nulth First Nation Right to Harvest Wildlife will be in accordance with an Annual Wildlife Harvest Plan.

19. Each year Maa-nulth First Nation Governments will jointly:

    a) develop an Annual Wildlife Harvest Plan for the Wildlife and Migratory Birds Harvest Area for the harvest of:

        i) Wildlife species for which there is an Allocation, and

        ii) Wildlife species proposed by Maa-nulth First Nations or British Columbia; and

    b) submit the Annual Wildlife Harvest Plan to the Minister for approval.

20. Notwithstanding any other provision of this Chapter, the Final Agreement will include provisions in respect of Wildlife Fish and the Parties will determine in the Final Agreement whether the Maa-nulth First Nations right to harvest Wildlife Fish will be provided for in the Wildlife Chapter as part of Wildlife or in another Chapter of the Final Agreement.

21. An Annual Wildlife Harvest Plan will include provisions consistent with the Final Agreement in respect of:

    a) designating and documenting Maa-nulth First Nations harvesters;

    b) methods, timing, and locations of the Maa-nulth First Nations harvest;

    c) as appropriate, the sex and age composition of the Maa-nulth First Nations harvest;

    d) monitoring and reporting of the Maa-nulth First Nations harvest; and

    e) other matters as set out in the Final Agreement.

22. An Annual Wildlife Harvest Plan will take into account management concerns identified by the Minister.

23. The Final Agreement will set out provisions in respect of the review of the proposed Annual Wildlife Harvest Plan by British Columbia and Maa-nulth First Nations prior to it being forwarded to the Minister for decision.

24. The Final Agreement will set out factors the Minister will take into account in making a decision about a proposed Annual Wildlife Harvest Plan.

25. If a proposed Annual Wildlife Harvest Plan is consistent with the Final Agreement, the Minister will, subject to the factors referred to in paragraph 24, approve, or vary and approve, that Annual Wildlife Harvest Plan, and the Minister will provide written reasons to the Maa-nulth First Nation for any significant changes between the proposed Annual Wildlife Harvest Plan and the approved Annual Wildlife Harvest Plan. An approved Annual Wildlife Harvest Plan will be consistent with the Final Agreement.

26. If there is a Conflict between a provision of the approved Annual Wildlife Harvest Plan and Provincial Laws, the approved Annual Wildlife Harvest Plan will prevail to the extent of the Conflict.

27. The Final Agreement will set out provisions for British Columbia and Maa-nulth First Nations to establish a Wildlife information-sharing plan for species of Wildlife not included in the Annual Wildlife Harvest Plan that ensures that British Columbia and Maa-nulth First Nation Governments will provide agreed upon information to each other, including information respecting monitoring and reporting Wildlife harvested in the Wildlife and Migratory Birds Harvest Area.

Law-Making Authority

28. Each Maa-nulth First Nation Government may make laws, in respect of the applicable Maa-nulth First Nation Right to Harvest Wildlife that are consistent with the Final Agreement and an approved Annual Wildlife Harvest Plan for:

    a) the distribution of harvested Wildlife among the Maa-nulth First Nation Citizens of its Maa-nulth First Nation;

    b) designating the Maa-nulth First Nation Citizens of the applicable Maa-nulth First Nation to harvest Wildlife;

    c) documenting the Maa-nulth First Nation Citizens of the applicable Maa-nulth First Nation who have been designated; and

    d) other matters as set out in the Final Agreement.

29. Each Maa-nulth First Nation Government will make laws to require the Maa-nulth First Nation Citizens of the applicable Maa-nulth First Nation to comply with the Annual Wildlife Harvest Plan.

30. In the event of a Conflict between a Maa-nulth First Nation Law made under subparagraph 28a) or b) and a Federal or Provincial Law, the Maa-nulth First Nation Law will prevail to the extent of the Conflict.

31. In the event of a Conflict between a Maa-nulth First Nation Law made under subparagraph 28c) or paragraph 29 and a Federal or Provincial Law, the Federal or Provincial Law will prevail to the extent of the Conflict.

32. The Parties will negotiate and attempt to reach agreement on a mechanism to provide for Maa-nulth First Nations' law-making authorities to regulate the methods, timing and location of the harvest, under the Maa-nulth First Nation Rights to Harvest Wildlife in the Wildlife and Migratory Birds Harvest Area, of those species of Wildlife that are not included in the Annual Wildlife Harvest Plan.

33. The Final Agreement will set out each Maa-nulth First Nation law-making authority for the regulation of the Maa-nulth First Nation Rights to Harvest Migratory Birds.

34. Notwithstanding any other provision of this Chapter, the Final Agreement may provide that the authorities and responsibilities of the Maa-nulth First Nation Governments set out in this Chapter will be carried out by a central body.

35. Maa-nulth First Nations will have the right to participate in any Wildlife advisory management processes established by British Columbia, in respect of the Wildlife and Migratory Birds Harvest Area.

Trade and Barter and Sale

36. Maa-nulth First Nation Citizens will have the right to Trade and Barter among themselves, or with other aboriginal people of Canada resident in British Columbia, any Wildlife, Wildlife parts, including meat and furs, Migratory Birds, and the eggs or inedible by-products or down of Migratory Birds, harvested under the Maa-nulth First Nation Rights to Harvest Wildlife and Migratory Birds.

37. Any sale of Wildlife, Wildlife parts, including meat and furs, Migratory Birds, and the eggs or the inedible by-products or down of Migratory Birds, harvested under the Maa-nulth First Nation Rights to Harvest Wildlife and Migratory Birds will be in accordance with any Federal and Provincial Laws that permit sale.

Enforcement

38. The Parties may negotiate agreements concerning enforcement of Federal or Provincial Laws, or Maa-nulth First Nation Laws in respect of Wildlife and Migratory Birds. Any of those agreements will not be part of the Final Agreement, will not be a treaty or land claims agreement and will not recognize or affirm any rights.

39. Maa-nulth First Nations Laws made in accordance with this Chapter may be enforced by persons authorized to enforce Federal or Provincial Laws, or Maa-nulth First Nation Laws in respect of Wildlife or Migratory Birds in British Columbia.

40. The Final Agreement will address enforcement issues in respect of the harvest or attempt to harvest of Wildlife or Migratory Birds by Maa-nulth First Nation Citizens under the Maa-nulth First Nation Rights to Harvest Wildlife and Migratory Birds.

CHAPTER 10 - ENVIRONMENTAL ASSESSMENT AND ENVIRONMENTAL PROTECTION

Environmental Assessment

1. Each Maa-nulth First Nation may participate in established federal or provincial environmental assessment processes for proposed projects that may have adverse effects on its Maa-nulth First Nation Lands or on its interests set out in the Final Agreement in the applicable Maa-nulth First Nation Area.

Environmental Protection

2. Each Maa-nulth First Nation may make environmental protection laws, applicable on its Maa-nulth First Nation Lands, as set out in the Final Agreement.

3. In the event of a Conflict between a Maa-nulth First Nation Law made under paragraph 2 and a Federal or Provincial Law, the Federal or Provincial Law will prevail to the extent of the Conflict.

4. If there is an environmental emergency or natural disaster that affects a Maa-nulth First Nation or its Maa-nulth First Nation Lands, the Party responding will notify the appropriate Parties as soon as practicable.

CHAPTER 11 - PARKS AND PROTECTED AREAS

Provincial Parks and Protected Areas

1. Prior to the Final Agreement, British Columbia and Maa-nulth First Nations will negotiate and attempt to reach agreement regarding arrangements for Maa-nulth First Nation participation in the management of specific provincial protected areas.

2. British Columbia and Maa-nulth First Nations will negotiate and attempt to reach agreement on provisions to be included in specific park management plans regarding Maa-nulth First Nation activities in provincial parks.

3. Maa-nulth First Nations may make proposals to British Columbia to establish new provincial protected areas.

4. Nothing in the Final Agreement or the Self-Government Agreement will obligate British Columbia to establish any new provincial protected areas.

5. British Columbia will Consult with the affected Maa-nulth First Nations regarding the creation of new provincial parks and protected areas in the applicable Maa-nulth First Nation Areas.

6. Any agreement reached pursuant to paragraphs 1 or 2 will not be part of the Final Agreement.

7. British Columbia and Maa-nulth First Nations will address potential economic opportunities, consistent with park management plans, outside of the Final Agreement.

Pacific Rim National Park

8. In this Chapter:

   a) "Cultural Heritage Sites" means an area within Pacific Rim National Park which has heritage value to a group, including aboriginal people, communities and other Canadians. Cultural Heritage Sites may include traditional use sites, archaeological sites, burial sites and sacred sites;

   b) "Maa-nulth First Nations of Pacific Rim" means the Huu-ay-aht First Nations and the Ucluelet First Nation;

c) "National Marine Conservation Area" means the federal Crown lands and water column which are established as national marine conservation areas in the schedules to the *Canada National Marine Conservation Areas Act* or in other Federal Law;

d) "National Park" means federal Crown lands described as a National Park in the schedules to the *Canada National Parks Act*;

e) "Pacific Rim National Park" means federal Crown lands described as Pacific Rim National Park in the schedules to the *Canada National Parks Act* that lie within the Maa-nulth Area; and

f) "Pacific Rim National Park Reserve" means the federal Crown lands described as Pacific Rim National Park Reserve in the schedules to the *Canada National Parks Act*, subject to the finalization of treaties or land claims with the Maa-nulth First Nations and other First Nations.

National Park and National Marine Conservation Area Establishment

9. On the date upon which treaties are, or have been, signed with each of Tla-o-qui-aht First Nations, Tseshaht, Ditidaht First Nation, Pacheedaht First Nation and the Maa-nulth First Nations of the Pacific Rim, Canada will establish all of Pacific Rim National Park Reserve as Pacific Rim National Park.

10. On the Effective Date, Canada may establish those portions of Pacific Rim National Park Reserve lying within the Maa-nulth First Nations of Pacific Rim area as described in Appendix F as part of Pacific Rim National Park, subject to resolution of any overlaps that may exist.

11. No area forming part of Pacific Rim National Park within the Maa-nulth Area will be removed from Pacific Rim National Park without the consent of the affected Maa-nulth First Nations.

12. Canada will Consult with the affected Maa-nulth First Nations prior to the proclamation of any new National Park or National Marine Conservation Area within the Maa-nulth Area.

13. If Canada conducts impact studies prior to enlarging Pacific Rim National Park, the affected Maa-nulth First Nations will be invited to participate in the design and conduct of the studies and will be provided with the results.

14. Any National Park or National Marine Conservation Area established within the Maa-nulth Area will be subject to the provisions of the Final Agreement relating to Pacific Rim National Park.

15. Canada will protect and manage Pacific Rim National Park, including Cultural Heritage Sites and cultural resources within Pacific Rim National Park, in accordance with the Final Agreement and applicable Federal Laws and policies.

16. Canada will fund Pacific Rim National Park in accordance with appropriations for National Parks made by Parliament.

17. Canada will Consult the affected Maa-nulth First Nations in respect of any proposed amendments to the standards of protection and management of Pacific Rim National Park.

18. Maa-nulth First Nation Citizens will have access, without charge, to and within Pacific Rim National Park as set out in the Final Agreement.

Special Marine Management Areas

19. The Parties may negotiate and attempt to reach agreement with respect to special marine management areas, with the following goals:

    a) enhancing the protection of marine resources;

    b) sustaining marine resources;

    c) proposing research projects in any special marine management areas, including exchange of and respect for research information and traditional knowledge; and

    d) other matters as agreed.

Maa-nulth First Nations Renewable Resource Harvesting

20. For the purpose of paragraphs 21 to 26, harvesting, as it relates to harvesting Fish, shall include fishing for, catching, or attempting to catch, Fish by any method.

21. Maa-nulth First Nations may carry out renewable resource harvesting activities in Pacific Rim National Park, limited by measures necessary for conservation, public health and public safety.

22. Unless otherwise provided in the Final Agreement, renewable resource harvesting activities means:

    a) gathering of traditional foods;

    b) fishing;

c) gathering of Forest Resources for medicinal, ceremonial, or artistic purposes;

d) trapping of fur-bearing mammals; and

e) hunting of birds and land mammals.

23. The Final Agreement will set out provisions respecting how the renewable resource harvesting activities referred to in paragraphs 21 and 22 will be carried out.

24. For greater certainty, the use of selected trees included in subparagraph 22c) will not include commercial Timber harvests.

25. Maa-nulth First Nations and Canada may negotiate and attempt to reach agreement on a renewable resource harvest management plan within Pacific Rim National Park. The details of the proposed harvest management plan will be set out in a side agreement which will not form part of the Final Agreement.

26. Unless Canada and Maa-nulth First Nations agree, and subject to the Final Agreement, there will be no extraction or harvesting by Maa-nulth First Nations of the resources of the lands and non-tidal waters of Pacific Rim National Park for commercial purposes except for the trapping of fur-bearing mammals or for the making of traditional crafts and artistic objects.

Co-operation in Planning and Management

27. The Minister retains authority for the management and administration of Pacific Rim National Park.

28. Canada and the Maa-nulth First Nations of Pacific Rim will set out arrangements in the Final Agreement for the establishment of a planning and management process for Pacific Rim National Park to provide advice to the Minister. This process will be detailed in a renewable side agreement which will not form part of the Final Agreement.

29. Canada and the Maa-nulth First Nations of Pacific Rim agree that it is best to deal with park planning and management in one forum involving the Maa-nulth First Nations of Pacific Rim and the other Nuu-chah-nulth First Nations with interests in Pacific Rim National Park Reserve.

30. Representation of the Maa-nulth First Nations of Pacific Rim in the process referred to in paragraph 28 will consist of one representative from each of the Maa-nulth First Nations of Pacific Rim.

31. In considering the advice provided pursuant to paragraph 28, the Minister will take into account the following:

    a) the protection of Cultural Heritage Sites;

    b) the interpretation and presentation of natural and cultural heritage;

    c) the involvement of Maa-nulth First Nations of Pacific Rim in the identification, protection, interpretation and presentation of Cultural Heritage Sites, natural history and cultural resources of Pacific Rim National Park; and

    d) the consideration of traditional ecological knowledge.

32. The planning and management process for Pacific Rim National Park within the Maa-nulth Area will be undertaken cooperatively by Canada and the Maa-nulth First Nations of Pacific Rim. The planning and management process will outline:

    a) roles and responsibilities, including:

        i) park management planning,

        ii) zoning,

        iii) annual planning,

        iv) budgeting,

        v) administration of programs or operational agreements,

        vi) research,

        vii) resource use,

        viii) Nuu-chah-nulth language use,

        ix) employment and training,

        x) recruitment and staffing, and

        xi) economic opportunities;

    b) scheduling;

    c) dispute resolution;

d) consensus seeking approach; and

e) other matters as agreed.

Dispute Resolution

33. The Final Agreement will identify a process for the resolution of disputes arising with respect to the matters described in this Chapter.

CHAPTER 12 – SELF-GOVERNMENT

Maa-nulth First Nations Self-Government

1. The Parties acknowledge that self-government and governance for each Maa-nulth First Nation will be achieved through the exercise of the Section 35 rights set out in the Final Agreement and the authorities set out in the Self-Government Agreement.

Self-Government Agreement

2. On the Effective Date, the Parties will enter into a Self-Government Agreement.

3. The Self-Government Agreement, once ratified by the Parties, will be legally binding on the Parties and on all persons, and can be relied on by all Parties and all persons.

4. The Self-Government Agreement will not be part of the Final Agreement and will not be a treaty or a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

5. The Self-Government Agreement will not recognize, affirm, deny, abrogate, or derogate from Maa-nulth First Nation aboriginal rights which rights are not modified into rights in the Final Agreement.

6. Canada and British Columbia will recommend to Parliament and the Legislature, respectively, legislation to bring into effect the Self-Government Agreement.

7. In exercising authorities under the Self-Government Agreement, Maa-nulth First Nation Governments will act in accordance with:

   a) the Final Agreement;

   b) Maa-nulth First Nation Laws, including the Maa-nulth First Nation Constitution of the applicable Maa-nulth First Nation; and

   c) the Self-Government Agreement.

8. After 10 years, the Parties will review the Self-Government Agreement to determine if any amendments are required.

9. After the initial review, at the request of a Party, the Parties will review the Self-Government Agreement.

Maa-nulth First Nation Governments

10. Maa-nulth First Nation Governments, as provided for under the Maa-nulth First Nation Constitutions and the Final Agreement, will be the governments of the Maa-nulth First Nations, respectively.

Legal Status and Capacity

11. Each Maa-nulth First Nation, will be a separate and distinct legal entity with the capacity, rights, powers, and privileges of a natural person including the ability to:

    a) enter into contracts and agreements;

    b) acquire, hold, own, buy, and sell property and interests in property;

    c) raise, spend, invest, and borrow money;

    d) sue and be sued; and

    e) do other things ancillary to the exercise of its rights, powers and privileges.

12. Each Maa-nulth First Nation will act through its Maa-nulth First Nation Government in accordance with:

    a) the Final Agreement; and

    b) its Maa-nulth First Nation Laws, including its Maa-nulth First Nation Constitutions.

13. The Final Agreement will include provisions to address the scope of immunity and liability of Maa-nulth First Nations, Maa-nulth First Nation Governments, members of the Maa-nulth First Nation Governments, and Maa-nulth First Nations public officers. Where appropriate, the scope of immunity and liability will be similar to that for municipalities under provincial legislation.

Maa-nulth First Nation Constitutions

14. Each Maa-nulth First Nation will have a Constitution, consistent with the Final Agreement and the Self-Government Agreement, which will provide:

    a) for a democratic Maa-nulth First Nation Government, including its duties, composition, and membership;

b) that its Maa-nulth First Nation Government will be accountable to its Maa-nulth First Nation Citizens;

c) that its Maa-nulth First Nation Government will hold elections at least every five years;

d) a process for removal of members of a Maa-nulth First Nation Government;

e) for financial administration comparable to standards generally accepted for governments in Canada;

f) for conflict of interest rules comparable to those generally accepted for governments in Canada;

g) for recognition and protection of rights and freedoms of its Maa-nulth First Nation Citizens;

h) that every person who is enrolled under the Final Agreement is entitled to be a Maa-nulth First Nation Citizen;

i) that the Final Agreement set out the authority of the Maa-nulth First Nation Government to make laws;

j) the process for the enactment of laws by its Maa-nulth First Nation Government;

k) for challenging the validity of its Maa-nulth First Nation Laws;

l) that its Maa-nulth First Nation Constitution prevails over its other laws;

m) for the establishment of its Maa-nulth First Nation Public Institutions;

n) for conditions under which that Maa-nulth First Nation may dispose of its lands or interests in lands;

o) for a transitional Maa-nulth First Nation Government from the Effective Date until the first election of its Maa-nulth First Nation Government;

p) for amendment of its Maa-nulth First Nation Constitution; and

q) for other provisions.

15. At the discretion of each Maa-nulth First Nation, its Maa-nulth First Nation Constitution may provide for the incorporation of the appointment of *Ha'wiih* into its governance structure, including such issues as:

    a) the process for appointment of *Ha'wiih*;

    b) the duties and composition of elected and appointed members; and

    c) other matters

    applicable to a Maa-nulth First Nation whose Maa-nulth First Nation Constitution provides for the incorporation of the appointment of *Ha'wiih* into its governance structures.

16. Maa-nulth First Nation Constitutions, once ratified in accordance with the Final Agreement, will come into force on the Effective Date.

Maa-nulth First Nation Government Structure

17. The Final Agreement will contain provisions setting out the structure of Maa-nulth First Nation Governments.

Maa-nulth First Nations Elections

18. Elections for each Maa-nulth First Nation Government will be held in accordance with the Maa-nulth First Nation Constitution of the applicable Maa-nulth First Nation and its Maa-nulth First Nation Laws.

Appeal and Review of Administrative Decisions

19. Each Maa-nulth First Nation Government will establish processes for appeal or review of administrative decisions made by that Maa-nulth First Nation Government or its Maa-nulth First Nation Public Institutions exercising a statutory power of decision under its Maa-nulth First Nation Laws.

20. The Supreme Court of British Columbia will have jurisdiction to hear appeals or judicial reviews of administrative decisions of a Maa-nulth First Nation Government or a Maa-nulth First Nation Public Institution exercising a statutory power of decision under Maa-nulth First Nation Laws.

Registry of Laws

21. Each Maa-nulth First Nation Government will:

    a) maintain a public registry of its Maa-nulth First Nations Laws in the English language and, at the discretion of that Maa-nulth First Nation Government, in the Nuu-chah-nulth language; and

    b) provide Canada and British Columbia with copies of its Maa-nulth First Nation Laws.

Individuals who are not Maa-nulth First Nation Citizens

22. The Final Agreement and the Self-Government Agreement will provide opportunities or processes for participation by individuals who are not Maa-nulth First Nation Citizens, residing on or having a property interest in Maa-nulth First Nation Lands, in decisions of the relevant Maa-nulth First Nation Government and the relevant Maa-nulth First Nation Public Institutions that affect them.

23. Each Maa-nulth First Nation Government will Consult with individuals who are not Maa-nulth First Nation Citizens, residing on or having a property interest in the Maa-nulth First Nation Lands of the applicable Maa-nulth First Nation, regarding proposed Maa-nulth First Nation Government decisions that may directly and significantly affect them.

24. Each Maa-nulth First Nation Government will provide that individuals who are not Maa-nulth First Nation Citizens, residing on or having a property interest in the Maa-nulth First Nation Lands of the applicable Maa-nulth First Nation, will have access to the appeal and review procedures under paragraphs 19 and 20.

Transitional Provisions

25. The Final Agreement and Self-Government Agreement will include provisions for the transition from Maa-nulth Indian Bands to Maa-nulth First Nation Governments.

Maa-nulth First Nation Law-Making Authority

26. The Parties will negotiate the nature and scope of each Maa-nulth First Nation Government's law-making authority to be set out in the Final Agreement or the Self-Government Agreement, including to whom its Maa-nulth First Nation Laws apply, and where and when its Maa-nulth First Nation Laws apply.

27. In negotiating Maa-nulth First Nation Governments' law-making authorities, the Parties will consider the particular circumstances of Maa-nulth First Nations, including the population and location of the Maa-nulth First Nations.

28. Federal and Provincial Laws will apply concurrently with Maa-nulth First Nation Laws.

29. In addition to law-making authorities provided for in other Chapters in this Agreement, each Maa-nulth First Nation Government will have law-making authorities to be set out in the Final Agreement with respect to:

    a) aspects of preschool, elementary, and secondary education provided by that Maa-nulth First Nation Government that meet provincial standards for:

        i) curriculum, examination, and other standards that allow for transfers of students between school systems at a similar level of achievement and permit admission of students to the provincial post-secondary systems, and

        ii) certification of teachers regarding the provision of instruction in respect of Nuu-chah-nulth language and culture;

    b) aspects of child and family services provided by that Maa-nulth First Nation Government on the Maa-nulth First Nation Lands of the applicable Maa-nulth First Nation which laws would include standards comparable to provincial standards for the safety and well-being of children and families;

    c) adoption of its Maa-nulth First Nation children, provided that its Maa-nulth First Nation Laws include provisions to ensure that the best interests of the child are paramount;

    d) Nuu-chah-nulth culture, Nuu-chah-nulth language, and Nuu-chah-nulth cultural property but not intellectual property or official languages of Canada;

    e) Maa-nulth First Nation citizenship, provided that its Maa-nulth First Nation Laws do not deal with Canadian citizenship, entry into Canada, or registration under the *Indian Act*;

    f) regulation, administration, and expropriation of the Maa-nulth First Nation Lands of the applicable Maa-nulth First Nation;

    g) Maa-nulth First Nation assets on the Maa-nulth First Nation Lands of the applicable Maa-nulth First Nation;

h) zoning and land use planning of the Maa-nulth First Nation Lands of the applicable Maa-nulth First Nation, including the management and operation of businesses related to lands and resources, with standards consistent with Federal and Provincial Laws; and

i) management, operation, and financial administration of that Maa-nulth First Nation Government.

30. The Final Agreement will set out the relationship of laws in the event of a Conflict between a Maa-nulth First Nation Law made under paragraph 29 and a Federal or Provincial Law.

31. In addition to the law-making authorities referred to in paragraph 29, each Maa-nulth First Nation Government will have law-making authorities to be set out in the Self-Government Agreement with respect to:

a) aspects of preschool, elementary, and secondary education provided by that Maa-nulth First Nation Government that meet provincial standards for curriculum, examination, and other standards that allow for transfers of students between school systems at a similar level of achievement and permit admission of students to the provincial post-secondary systems;

b) aspects of child and family services provided by that Maa-nulth First Nation Government on the Maa-nulth First Nation Lands of the applicable Maa-nulth First Nation which laws would include standards comparable to provincial standards for the safety and well-being of children and families;

c) aspects of administration of justice provided by that Maa-nulth First Nation Government;

d) solemnization of marriage;

e) social services provided by that Maa-nulth First Nation Government;

f) income support provided by that Maa-nulth First Nation Government;

g) health services provided by that Maa-nulth First Nation Government;

h) post-secondary education provided by that Maa-nulth First Nation Government on the Maa-nulth First Nation Lands of the applicable Maa-nulth First Nation, that includes standards comparable to provincial standards, including the establishment of post-secondary institutions that have the ability to grant diplomas but not degrees;

i) buildings, structures, and public works on the Maa-nulth First Nation Lands of the applicable Maa-nulth First Nation;

j) emergency preparedness provided by Maa-nulth First Nations on its Maa-nulth First Nation Lands;

k) fire protection provided by that Maa-nulth First Nation Government on the applicable Maa-nulth First Nation Lands;

l) traffic and transportation on Maa-nulth First Nation Lands of the applicable Maa-nulth First Nation; and

m) regulation, control or prohibition of actions or activities on the Maa-nulth First Nation Lands of the applicable Maa-nulth First Nation that constitute, or may constitute, a nuisance, a trespass, a danger to public health, or a threat to peace, order, and safety.

32. The Self-Government Agreement will set out the relationship of laws in the event of a Conflict between a Maa-nulth First Nation Law made under paragraph 31 and a Federal or Provincial Law.

33. The placement of law-making authorities set out in paragraphs 29 and 31 that will be exercised by Maa-nulth First Nation Governments will be reviewed and amended if necessary prior to the Final Agreement. The Parties will place all negotiated authorities relating to lands and resources in the Final Agreement.

34. The Maa-nulth First Nation Governments' law-making authority will not include criminal law, criminal procedure, or Intellectual Property.

35. The Parties may negotiate Maa-nulth First Nation Governments' law-making authorities with respect to other matters as agreed to by the Parties in the Final Agreement.

36. For greater certainty, the authority of Maa-nulth First Nation Governments to make laws in respect of a subject matter, as set out in the Final Agreement and the Self-Government Agreement, will include the authority to make laws and to do other things as may be necessarily incidental to exercising its authority.

37. Each Maa-nulth First Nation Government may make laws and do other things that may be necessary to enable the relevant Maa-nulth First Nation and Maa-nulth First Nation Government to exercise its rights, or to carry out its responsibilities, under the Final Agreement.

38. The Final Agreement will set out the relationship of laws in the event of a Conflict between a Maa-nulth First Nation Law made under paragraph 36 or 37 and a Federal or Provincial Law.

CHAPTER 13 - MUNICIPAL AND REGIONAL GOVERNMENT RELATIONSHIPS

1. Either the Final Agreement or the Self-Government Agreement will address the relationship that the Maa-nulth First Nation Governments will have with the Alberni-Clayoquot and Comox-Strathcona Regional Districts, including member municipalities of these Regional Districts within the Maa-nulth Area, on matters such as the delivery of and payment for services, coordination between the governments for common areas of responsibility, and representation of the Maa-nulth First Nation Governments and residents of Maa-nulth First Nation Lands on the Alberni-Clayoquot and Comox-Strathcona Regional Districts.

CHAPTER 14 - *INDIAN ACT* TRANSITION

1. The *Indian Act* will not apply to Maa-nulth First Nations, Maa-nulth First Nation Governments, and Maa-nulth First Nation Citizens except for:

   a) determining registration as an Indian under the *Indian Act*;

   b) the estates of Maa-nulth First Nations individuals, who die prior to the Effective Date, that are administered under the *Indian Act* as of the Effective Date; and

   c) the estates of Maa-nulth First Nations children or other Maa-nulth First Nations individuals whose property is administered under the *Indian Act* as of the Effective Date.

2. The Final Agreement and the Self-Government Agreement will set out transitional provisions in respect of the bylaws of each Maa-nulth Indian Band.

3. The Final Agreement will set out transitional provisions for the operation of each Maa-nulth First Nation Government from the Effective Date until the first elections are held in accordance with the Final Agreement and the applicable Maa-nulth First Nation Constitution.

4. On the Effective Date, all of the rights, titles, interests, assets, obligations, and liabilities of the following *Indian Act* Bands vest in the following Maa-nulth First Nations:

   a) the Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nation vest in the Ka:'yu:'k't'h'/Che:k'tles7et'h' Nation;

   b) the Huu-ay-aht First Nation vest in the Huu-ay-aht First Nations;

   c) the Toquaht Band vest in the Toquaht Nation;

   d) the Uchucklesaht Band vest in the Uchucklesaht Tribe; and

   e) the Ucluelet First Nation vest in the Ucluelet First Nation,

   and those Indian Bands cease to exist.

5. The Final Agreement will set out how the rights, titles, interests, assets, obligations, and liabilities of the Maa-nulth First Nations will be addressed.

Indian Act Section 87 Exemption

6. Prior to the Final Agreement, the Parties agree to negotiate transitional tax measures to address the fact that section 87 of the *Indian Act* will no longer apply after the Effective Date.

7. These transitional tax measures will be negotiated in a way that provides a reasonably comparable effect to transitional tax measures in other land claim or self-government agreements-in-principle, or other land claim or self-government agreements negotiated with other aboriginal groups in British Columbia.

CHAPTER 15 - CAPITAL TRANSFER AND NEGOTIATION LOAN REPAYMENT

Capital Transfer

1. The Capital Transfer from Canada and British Columbia to Maa-nulth First Nations will be $62.5 million distributed in the following way:

   a) $18.312 million to Huu-ay-aht First Nations;

   b) $15.519 million to Ka:'yu:'k't'h'/ Che:k'tles7et'h' Nation;

   c) $3.734 million to Toquaht Nation;

   d) $5.195 million to Uchucklesaht Tribe; and

   e) $19.740 million to Ucluelet First Nation,

   and will be paid in accordance with the provisions of this Chapter.

2. A provisional schedule of payments will be negotiated prior to the initialling of the Final Agreement such that:

   a) the timing and amounts of payments in the provisional schedule of payments will provide for a first payment to Maa-nulth First Nations on the Effective Date and subsequent payments on each anniversary of the Effective Date;

   b) the net present value of the amounts listed in the provisional schedule of payments will equal the amounts set out in paragraph 1; and

   c) the net present value of the amounts listed in the provisional schedule of payments will be calculated using as a discount rate the most recent and appropriate Consolidated Revenue Fund Lending Rate available prior to the initialling of the Final Agreement from the Department of Finance, Canada, less one eighth of one percent.

3. A final schedule of payments will be determined three months prior to or as soon as the Effective Date is known, whichever date is closest to the Effective Date, in accordance with the following formula:

$$\text{Final Amount} = \text{Provisional Amount X} \left(\frac{EffectiveDateFDDIPI}{1stQ2003FDDIPI} \right)$$

Where,

"Final Amount" refers to each amount in the final schedule of payments;

"Provisional Amount" refers to the corresponding amount in the provisional schedule of payments;

"Effective Date FDDIPI" refers to the value of the Canada Final Domestic Demand Implicit Price Index (FDDIPI) for the quarter prior to the Effective Date;

"1st Q 2003 FDDIPI" refers to the value of the Canada FDDIPI for the 1st quarter of the year 2003;

the Effective Date FDDIPI and Xth Q 200X FDDIPI values used will be the latest published values available from Statistics Canada three months prior to or as soon as the Effective Date is known, whichever date is closest to the Effective Date.

4. British Columbia and, subject to paragraph 12, Canada will make payments to Maa-nulth First Nations in accordance with the final schedule of payments determined in accordance with paragraph 3.

5. Notwithstanding paragraph 1, if, prior to the Final Agreement, as a result of a Treaty Related Measure among the Parties, Canada acquires commercial fishing capacity on behalf of Maa-nulth First Nations under paragraph 84 of the Fisheries Chapter, the Capital Transfer amount in paragraph 1 will be reduced by the cost of any acquisition.

6. Canada and British Columbia will, on the Effective Date, pay to the Ucluelet First Nation a Capital Transfer of $6.25 million. This amount will be adjusted in the same manner as set out in paragraph 3. This amount is in addition to the amount set out in paragraph 1. This Capital Transfer is in lieu of lands.

Revenue Sharing

7. Prior to the Final Agreement, the Parties will negotiate and attempt to reach agreement on sharing with Maa-nulth First Nations of agreed-upon revenues originating in British Columbia and flowing to Canada or British Columbia.

Negotiation Loan Repayment

8. On the date of the initialling of the Final Agreement, Canada will determine the outstanding amount of negotiation loans:

   a) made by Canada to the Maa-nulth First Nations, including any interest that may have accrued to that date, in accordance with First Nation Funding Agreements;

   b) assumed by the Maa-nulth First Nations pursuant to assumption agreements between the Maa-nulth First Nations and Nuu-chah-nulth Tribal Council, pertaining to loans made to Nuu-chah-nulth Tribal Council under the British Columbia treaty process, including any interest that may have accrued to that date;

   c) assumed by the Maa-nulth First Nations pursuant to agreements between the Maa-nulth First Nations and Nuu-chah-nulth Tribal Council pertaining to loans made to Nuu-chah-nulth Tribal Council for negotiations prior to the establishment of the British Columbia treaty process, including any interest that may have accrued to that date; and

   d) made by Canada to Nuu-chah-nulth Tribal Council on behalf of or for the use of the Maa-nulth First Nations, including any interest that may have accrued to that date.

9. At the same time, Canada will prepare a provisional schedule for the repayment of the outstanding negotiation loan amount referred to in paragraph 8, such that the repayments will be proportional to the provisional schedule of payments referred to in paragraph 2.

10. This provisional schedule will use an interest rate equal to the discount rate referred to in subparagraph 2c).

11. A final schedule of loan repayment amounts will be determined approximately three months prior to, or as soon as the Effective Date is known, whichever date is the closest to the Effective Date, by:

   a) determining the amount of any additional negotiation loans made by Canada to Maa-nulth First Nations after the initialling of the Final Agreement and prior to the Effective Date, and any further interest that may have accrued in respect of any negotiation loans, in accordance with First Nation Funding Agreements; and

   b) prorating the additional amount in subparagraph 11a) over the provisional repayment schedule.

12. Canada may deduct any amounts due pursuant to the final schedule of loan repayments referred to in paragraph 11 from Capital Transfer payments payable to Maa-nulth First Nations in accordance with paragraph 4.

13. Maa-nulth First Nations may pay to Canada, in advance and on account, without bonus or penalty, amounts that will be credited against the loan repayment amounts set out in paragraph 11.

CHAPTER 16 - FISCAL RELATIONS

Fiscal Agreements

1. Every five years, or other periods as agreed, the Parties will negotiate and attempt to reach agreement on Maa-nulth First Nations fiscal agreements which will set out how funding will be provided to Maa-nulth First Nations to support the provision of agreed-upon programs and services to Maa-nulth First Nation Citizens and, where applicable, non-Maa-nulth First Nations occupants of Maa-nulth First Nation Lands.

2. In negotiating Maa-nulth First Nations fiscal agreements in respect of the agreed-upon programs and services, the Parties will take into account the following:

   a) the financial resources necessary to provide agreed-upon programs and services at a level reasonably comparable to the level of programs and services available in First Nation and non-First Nation communities of similar size and circumstances in southwest British Columbia;

   b) existing levels of federal and provincial funding provided to Maa-nulth First Nations;

   c) affordability in relation to prevailing federal, provincial, and Maa-nulth First Nations fiscal policies;

   d) efficiency and effectiveness in providing agreed-upon programs and services;

   e) Maa-nulth First Nations revenue capacity determined in accordance with this Chapter;

   f) the costs of operating Maa-nulth First Nation Governments which may include adjustments to base funding such as price and volume considerations; and

   g) any other matters set out in the Final Agreement.

3. In negotiating the first Maa-nulth First Nations fiscal agreement, the Parties will take into account the following:

   a) the start-up costs of operating Maa-nulth First Nation Government; and

b) the level and condition of agreed-upon physical community infrastructure assets and the management, maintenance, and replacement costs of those assets over time.

4. If the Parties do not reach a further fiscal agreement by the expiry date of a fiscal agreement, the fiscal agreement will continue in effect for two years from its original expiry date, or for any other period that the Parties may agree while they attempt to reach a further fiscal agreement.

5. Setting out Maa-nulth First Nation Governments' authorities, including law-making authorities in the Final Agreement and the Self-Government Agreement, will not create or imply any financial obligations or service responsibility for any Party.

6. In negotiating fiscal agreements, the Parties will consider procedures for:

a) the collection and exchange of information, including statistical information, to facilitate the implementation of the fiscal agreements;

b) dispute resolution in relation to the fiscal agreements;

c) the accountability of the Maa-nulth First Nation Governments to the funding governments; and

d) other procedures agreed to by the Parties.

7. Any amounts required for the purposes of a fiscal agreement will be paid out of appropriations as may be made by the Parliament of Canada or the Legislature of British Columbia for those purposes.

8. Unless the Parties otherwise agree, the Parties will initial the first fiscal agreement no later than the date at which the Final Agreement is initialed.

9. Any Maa-nulth First Nations fiscal agreements will not be part of the Final Agreement, will not be a treaty or land claims agreement and will not recognize or affirm any rights.

Maa-nulth First Nations Revenue

10. Each Maa-nulth First Nation will contribute to the funding of its Maa-nulth First Nation Government from its own revenue sources and it is the shared objective of the Parties that this contribution will be enhanced over time.

11. The fiscal arrangements between the Parties should provide a reasonable incentive for Maa-nulth First Nations to raise revenues from their own sources.

12. Prior to initialling the Final Agreement, the Parties will negotiate for each revenue source the manner in which Maa-nulth First Nations revenue capacity or revenue will be used in determining the funding amount provided by Canada or British Columbia.

13. In calculating each Maa-nulth First Nation's revenue capacity, all of its Maa-nulth First Nation revenue sources will be included except for the following:

    a) Capital Transfer payments under the Final Agreement;

    b) any federal or provincial payments under fiscal agreements or other agreements for programs and services;

    c) proceeds from the sale of its Maa-nulth First Nation Lands; and

    d) any other matters set out in the Final Agreement.

14. The manner in which Maa-nulth First Nations revenue capacity will be used in determining the funding amount to be provided by Canada or British Columbia may be phased in over a number of years as negotiated and specified before the initialling of the Final Agreement.

15. Prior to the initialling of the Final Agreement, the Parties will address any issues concerning the need for a reasonable degree of competitive equity between Maa-nulth First Nation Governments' commercial activities and commercial activities elsewhere in British Columbia.

Review

16. The Parties acknowledge that Canada, British Columbia and First Nations representatives may agree upon other approaches to taxation or fiscal relations for general use in negotiations with First Nations in British Columbia. Prior to the Final Agreement, the Parties will review the Taxation and Fiscal Relations Chapters to determine whether any of those approaches are appropriate for use in the Final Agreement or related agreements.

17. Prior to the Final Agreement, the Parties will determine the placement of provisions of this Chapter in either the Final Agreement or the Self-Government Agreement.

CHAPTER 17 - TAXATION

1. The Parties agree that prior to the Final Agreement, they will negotiate and attempt to reach agreement on which taxation provisions in this Chapter should be included in the Final Agreement, and which should be included in the Self-Government Agreement or a Taxation Agreement.

Maa-nulth First Nation Capital

2. A transfer, or recognition of ownership, under the Final Agreement, of Maa-nulth First Nation Capital will not be taxable.

3. For purposes of the *Income Tax Act* and the *Income Tax Act (British Columbia)*, Maa-nulth First Nation Capital transferred to, or recognized as owned by, Maa-nulth First Nation Governments under the Final Agreement will be deemed to have been acquired by Maa-nulth First Nation Governments on the latest of the Effective Date, the date of transfer or the date of recognition, at a cost equal to its fair market value on that date.

Maa-nulth First Nation Lands

4. Each Maa-nulth First Nation Government will not be subject to taxation of lands, or interest in lands, on the Maa-nulth First Nation Lands of the applicable Maa-nulth First Nation on which there are no improvements or on which there is an improvement all or substantially all of which is used for a public purpose and not for a profitable purpose.

Direct Taxation

5. Each Maa-nulth First Nation Government may make laws in respect of direct taxation of the Maa-nulth First Nation Citizens of the applicable Maa-nulth First Nation on its Maa-nulth First Nation Lands in order to raise revenue for Maa-nulth First Nation purposes.

6. Maa-nulth First Nation Government powers provided for in paragraph 5 will not limit the powers of Canada or British Columbia to impose or levy tax or make laws in respect of taxation.

Other Taxation and Tax Administration Agreements

7. From time to time, Canada or British Columbia may enter into negotiations and attempt to reach an agreement with a Maa-nulth First Nation Government in relation to the following matters:

    a) the extent to which that Maa-nulth First Nation Government may enact laws for the direct taxation of persons on the Maa-nulth First Nation Lands of the applicable Maa-nulth First Nation and who are not Maa-nulth First Nation Citizens; and

    b) the manner in which taxation by that Maa-nulth First Nation Government will be coordinated with existing federal and provincial tax systems.

8. Prior to the Final Agreement, the Parties may negotiate and attempt to reach agreement:

    a) in respect of sales tax and income tax, the extent to which Canada will provide each Maa-nulth First Nation Government direct taxation authority over all persons on the Maa-nulth First Nation Lands of the applicable Maa-nulth First Nation; and

    b) the manner in which taxation by Maa-nulth First Nation Governments will be coordinated with the existing federal and provincial taxation systems.

9. British Columbia will agree not to impose real property tax after the Effective Date on all persons on the Maa-nulth First Nation Lands of the applicable Maa-nulth First Nation in respect of their lands or interests in lands provided that, prior to the Final Agreement, British Columbia and that Maa-nulth First Nation Government negotiate and reach agreement on:

    a) terms and conditions to provide Maa-nulth First Nation Governments with the authority to impose real property tax on all persons on the Maa-nulth First Nation Lands of the applicable Maa-nulth First Nation;

    b) arrangements to provide provincial services to all persons on the Maa-nulth First Nation Lands of the applicable Maa-nulth First Nation; and

    c) the definition and treatment of Maa-nulth First Nation revenue capacity associated with real property taxation.

Taxation Agreement

10. Prior to Final Agreement, the Parties will enter into a Taxation Agreement, which will take effect on the Effective Date. The Parties agree to address the following in taxation negotiations:

    a) tax treatment of Maa-nulth First Nation Governments and their subsidiaries;

    b) GST rebate;

    c) British Columbia social service tax and motor fuel tax;

    d) property transfer tax;

    e) transfer of Maa-nulth First Nation Capital between a Maa-nulth First Nation, its Maa-nulth First Nation Government, and its subsidiaries;

    f) gifts to Maa-nulth First Nations;

    g) *Cultural Property Export and Import Act* (tax treatment respecting donations of cultural artifacts);

    h) international treaties;

    i) implementation (giving effect to the Taxation Agreement);

    j) dispute resolution;

    k) amendment;

    l) Valuation Date; and

    m) other items agreed to by the Parties which may include Maa-nulth First Nation Government exemptions or rebates.

11. Any Taxation Agreement is not intended to be a treaty or a land claims agreement, and is not intended to recognize or affirm aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

12. Canada and British Columbia will recommend to Parliament and the Legislature, respectively, that the provisions of the Taxation Agreement be given effect under federal legislation and provincial legislation.

13. The Parties acknowledge that Canada, British Columbia and representatives of aboriginal groups may agree upon other approaches to taxation or fiscal relations for general use in negotiations with First Nations in British Columbia. Prior to the Final Agreement, the Parties will review the Taxation and Fiscal Relations Chapters to determine whether any of those approaches are appropriate for use in the Final Agreement or related agreements.

CHAPTER 18 - CULTURE AND HERITAGE

General

1. The Parties recognize the integral role of Maa-nulth First Nation Artifacts in the continuation of Maa-nulth First Nations' culture, values, and traditions, whether those artifacts are held by a Maa-nulth First Nation, a Maa-nulth First Nation corporation, a Maa-nulth First Nation Citizen, Parks Canada, the Canadian Museum of Civilization, or the Royal British Columbia Museum.

2. The Final Agreement will set out provisions for the sharing of or transfer to Maa-nulth First Nations of Maa-nulth First Nation Artifacts, if any, in the permanent collection of the Canadian Museum of Civilization.

3. The Final Agreement will set out provisions for the transfer to Maa-nulth First Nations of certain Maa-nulth First Nation Artifacts, if any, in the permanent collection of Parks Canada.

4. The Final Agreement will set out provisions for the sharing of or transfer to Maa-nulth First Nations of Maa-nulth First Nation Artifacts, if any, in the permanent collection of the Royal British Columbia Museum.

5. At the request of a Maa-nulth First Nation, Canada or British Columbia, respectively, will make reasonable efforts to facilitate that Maa-nulth First Nation's access to Maa-nulth First Nation Artifacts, or heritage materials, in other collections.

6. Prior to the Final Agreement Maa-nulth First Nations will attempt to develop mechanisms to address issues related to Nuu-chah-nulth artifacts.

Maa-nulth First Nations Ancient Human Remains

7. Subject to Federal and Provincial Laws, any Maa-nulth First Nation ancient human remains removed from Heritage Sites will be returned to that Maa-nulth First Nation.

Heritage Sites

8. Each Maa-nulth First Nation Government may develop processes, comparable to British Columbia processes, to manage Heritage Sites on the Maa-nulth First Nation Lands of the applicable Maa-nulth First Nation in order to preserve Maa-nulth First Nation and other heritage values associated with those sites from proposed lands and resource activities that may affect those sites.

9. British Columbia and Maa-nulth First Nations will negotiate and attempt to reach agreement on a list of key sites of cultural and historic significance outside Maa-nulth First Nation Lands to be protected through provincial heritage site designation or through other measures agreed to by British Columbia and Maa-nulth First Nations.

Place Names

10. Maa-nulth First Nations and British Columbia will negotiate and attempt to reach agreement on a list of key geographic features, set out in the Final Agreement, to be named or renamed in the Nuu-chah-nulth language subject to provincial requirements.

11. After the Effective Date, Maa-nulth First Nations may propose that British Columbia name or rename other geographic features with names in the Nuu-chah-nulth language, and British Columbia will consider those proposals in accordance with Provincial Laws.

12. At the request of Maa-nulth First Nations, British Columbia will record names in the Nuu-chah-nulth language and historic background information submitted by Maa-nulth First Nations for inclusion in the British Columbia geographic names data base for the geographic features that are set out in the Final Agreement, in accordance with provincial policy and procedures.

CHAPTER 19 - DISPUTE RESOLUTION

1. The Final Agreement will set out a dispute resolution process for:

   a) disputes over interpretation, application, implementation, and alleged breaches of the Final Agreement or the Self-Government Agreement; and

   b) other matters identified in the Final Agreement or the Self-Government Agreement.

2. The Parties share the following objectives to avoid disputes:

   a) to cooperate and develop respectful working relationships; and

   b) to identify and resolve issues early, efficiently, and in a non-adversarial way.

3. Unless otherwise provided for in the Final Agreement or the Self-Government Agreement, any disputes that arise among the Parties will progress, until resolved, through the following stages of the dispute resolution process:

   a) informal discussions among the Parties;

   b) formal negotiations among the Parties;

   c) mediation or another non-binding process; and

   d) a binding decision-making process, either by arbitration where agreed to in the Final Agreement or the Self-Government Agreement, or by court proceedings.

4. Unless otherwise provided for in the Final Agreement or the Self-Government Agreement, each Party will bear its own costs of participating in the dispute resolution process and the Parties will share common costs equally.

CHAPTER 20 - ELIGIBILITY AND ENROLMENT

Maa-nulth First Nations Eligibility Criteria

1. The Final Agreement will provide for separate eligibility for enrolment for each Maa-nulth First Nation. As regards each Maa-nulth First Nation, an individual will be eligible for enrolment under the Final Agreement if that individual:

    a) is registered on the band list of the applicable Maa-nulth Indian Band as of the day before the Effective Date, provided that the eligibility for enrolment of an individual having no aboriginal ancestry but who is currently a member of such Maa-nulth Indian Band, having acquired membership prior to April 17, 1985 as a result of marriage to a member of such Maa-nulth Indian Band, will be addressed prior to the Final Agreement;

    b) is of the applicable Maa-nulth First Nation ancestry;

    c) was adopted as a child under laws recognized in Canada or by Nuu-chah-nulth custom by an individual of the applicable Maa-nulth First Nation who is eligible for enrolment; or

    d) is a descendant of an individual of the applicable Maa-nulth First Nation who is eligible for enrolment.

    For greater certainly, an individual will only be eligible for enrolment once under the Final Agreement and as regards one Maa-nulth First Nation.

2. Notwithstanding subparagraph 1d), where an individual having no aboriginal ancestry became a member of a Maa-nulth Indian Band prior to April 17, 1985 because of marriage to a Maa-nulth Indian Band member, and that individual having no aboriginal ancestry subsequently has a child with another individual having no Maa-nulth First Nation ancestry, that child will not be entitled to be enrolled.

3. Enrolment under the Final Agreement will not:

    a) confer or deny rights of entry into Canada, Canadian citizenship, the right to be registered as an Indian under the *Indian Act*, or any of the rights or benefits under the *Indian Act*; or

b) except as set out in the Final Agreement, or in any Federal or Provincial Law, impose any obligation on Canada or British Columbia to provide rights or benefits.

Other Land Claims Agreements

4. An individual who is a member of an Indian Band that is a signatory to a treaty, or an individual who is enrolled under another treaty or land claims agreement in Canada, cannot be enrolled under the Final Agreement.

Maa-nulth First Nations Enrolment Committee

5. The Maa-nulth First Nations will establish a Maa-nulth First Nations Enrolment Committee to be responsible for the Maa-nulth First Nations enrolment process as set out in the Final Agreement.

6. The Maa-nulth First Nations Enrolment Committee will:

   a) consider and decide each enrolment application based on the eligibility criteria of the applicable Maa-nulth First Nation;

   b) maintain an enrolment register for each Maa-nulth First Nation;

   c) amend the enrolment register of the applicable Maa-nulth First Nation to take into account decisions of the Maa-nulth First Nations Enrolment Appeal Board;

   d) report on the enrolment process to the Parties; and

   e) comply with other requirements as set out in the Final Agreement.

Maa-nulth First Nations Enrolment Appeal Board

7. The Parties will establish the Maa-nulth First Nations Enrolment Appeal Board with equal representation of each of the Parties to be responsible for the enrolment appeal process set out in the Final Agreement.

8. The Maa-nulth First Nations Enrolment Appeal Board will consider and decide appeals from decisions of the Maa-nulth First Nations Enrolment Committee.

9. Decisions of the Maa-nulth First Nations Enrolment Appeal Board are subject to judicial review in the Supreme Court of British Columbia.

Costs

10. Canada and British Columbia will provide an agreed amount of funding for the Maa-nulth First Nations Enrolment Committee and Enrolment Appeal Board.

Transition

11. The Final Agreement will set out the process for each Maa-nulth First Nation to assume responsibility for its enrolment process.

CHAPTER 21 - IMPLEMENTATION

General

1. The Parties will, prior to the initialling of the Final Agreement and the Self-Government Agreement, conclude an implementation plan for the Final Agreement and the Self-Government Agreement that will take effect on the Effective Date, and have a term of 10 years.

Implementation Plan

2. The implementation plan for the Final Agreement and the Self-Government Agreement will:

   a) identify the obligations in the Final Agreement and the Self-Government Agreement, the activities to be undertaken to fulfill these obligations, the responsible Party or Parties and when the activities will be completed;

   b) specify how the implementation plan may be amended;

   c) specify how the implementation plan may be renewed or extended; and

   d) address other matters agreed to by the Parties.

3. The implementation plan for the Final Agreement and the Self-Government Agreement will not:

   a) form part of the Final Agreement or the Self-Government Agreement;

   b) be a treaty or land claims agreement;

   c) recognize or affirm aboriginal or treaty rights, within the meaning of sections 25 or 35 of the *Constitution Act, 1982*;

   d) create legal obligations;

   e) alter any rights or obligations set out in the Final Agreement or the Self-Government Agreement;

   f) preclude any Party from asserting that rights or obligations exist under the Final Agreement or the Self-Government Agreement even though they are not referred to in the implementation plan for the Final Agreement or the Self-Government Agreement; and

g) be used to interpret the Final Agreement or the Self-Government Agreement.

Implementation Working Group

4. The Parties agree to establish a tripartite implementation working group during Final Agreement negotiations which will:

    a) be responsible for the development of an implementation plan prior to the initialling of the Final Agreement; and

    b) be responsible for the development of a list of activities that the Parties must complete by the Effective Date.

Implementation Committee

5. On the Effective Date, the Parties will establish a tripartite implementation committee.

6. The implementation committee will have a term of 10 years which may be renewed or extended upon agreement by the Parties.

7. The Parties will each appoint one representative to the implementation committee.

8. The implementation committee will:

    a) establish its own procedures and operating guidelines;

    b) develop a communications strategy in respect of the implementation and content of the Final Agreement and the Self-Government Agreement;

    c) provide a forum for the Parties to discuss the implementation of the Final Agreement and the Self-Government Agreement;

    d) provide for the preparation of annual reports on the implementation of the Final Agreement and the Self-Government Agreement; and

    e) prior to the expiry of the implementation plan, advise the Parties on the further implementation of the Final Agreement and the Self-Government Agreement and recommend whether the implementation plan may be renewed or extended.

CHAPTER 22 - APPROVAL OF THE AGREEMENT-IN-PRINCIPLE

1. This Agreement will be submitted to the Parties for approval after it has been initialed by the Chief Negotiators for Canada and British Columbia and the Maa-nulth First Nations.

2. Each Maa-nulth First Nation will have approved this Agreement when it is signed by the Chief Negotiator of each Maa-nulth First Nation after a community approval process.

3. Canada will have approved this Agreement when it is signed by a Minister authorized to do so by the federal Cabinet.

4. British Columbia will have approved this Agreement when it is signed by a Minister authorized to do so by the provincial Cabinet.

5. This Agreement is not legally binding.

CHAPTER 23 - RATIFICATION OF THE FINAL AGREEMENT

General

1. The Final Agreement and the Self-Government Agreement will both be legally binding once ratified by all of the Parties in accordance with the Ratification Chapters of the Final Agreement and the Self-Government Agreement respectively.

2. The Final Agreement and the Self-Government Agreement will be submitted to the Parties for ratification as set out in the Final Agreement and the Self-Government Agreement after they have been initialed by Chief Negotiators for Canada and British Columbia and the Maa-nulth First Nations.

Ratification by Maa-nulth First Nations

3. The Parties will establish a Ratification Committee, with equal representation of each of the Parties, to be responsible for the Maa-nulth First Nations ratification process, including preparing a list of eligible voters, as set out in the Final Agreement.

4. An eligible voter will be a person who:

   a) is enrolled under the Eligibility and Enrolment Chapter;

   b) is not enrolled in any other land claims agreement; and

   c) meets any other criterion set out in the Final Agreement.

5. The Final Agreement will set out the minimum age for an eligible voter on the day of voting.

6. Ratification of the Final Agreement and the Self-Government Agreement by each Maa-nulth First Nation requires:

   a) that its Maa-nulth First Nation voters have a reasonable opportunity to review the Final Agreement and the Self-Government Agreement;

   b) a vote, by way of a secret ballot;

   c) that a majority of eligible voters of that Maa-nulth First Nation vote in favour of the Final Agreement and the Self-Government Agreement;

d) ratification of its Maa-nulth First Nation Constitution through the process set out in the Final Agreement; and

e) the Final Agreement and the Self-Government Agreement be signed by the authorized representative of its Maa-nulth First Nation.

7. Notwithstanding paragraph 6, the Final Agreement will address the role in the ratification of the Final Agreement and the Self-Government Agreement of each Maa-nulth First Nation.

Ratification by Canada

8. Ratification of the Final Agreement and the Self-Government Agreement by Canada requires:

a) that the Final Agreement and the Self-Government Agreement be signed by a Minister authorized by the federal Cabinet; and

b) the coming into force of federal legislation giving effect to the Final Agreement and the Self-Government Agreement.

Ratification by British Columbia

9. Ratification of the Final Agreement and the Self-Government Agreement by British Columbia requires:

a) that the Final Agreement and the Self-Government Agreement be signed by a Minister authorized to do so; and

b) the coming into force of provincial legislation giving effect to the Final Agreement and the Self-Government Agreement.

Ratification of the Maa-nulth First Nation Constitutions

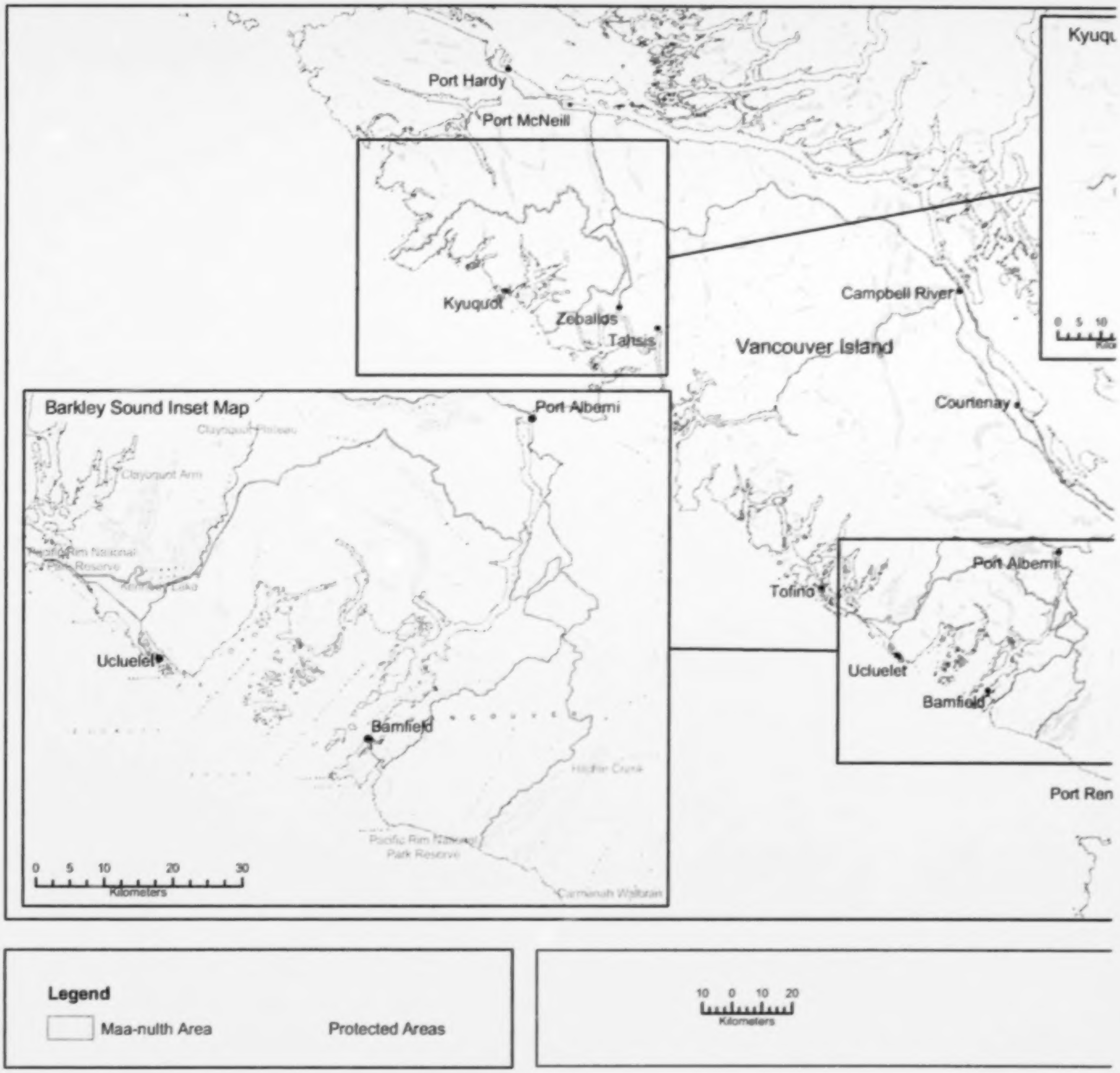
10. Ratification of a Maa-nulth First Nation Constitution by the applicable Maa-nulth First Nation requires:

a) that the voters of that Maa-nulth First Nation have a reasonable opportunity to review their Maa-nulth First Nation Constitution;

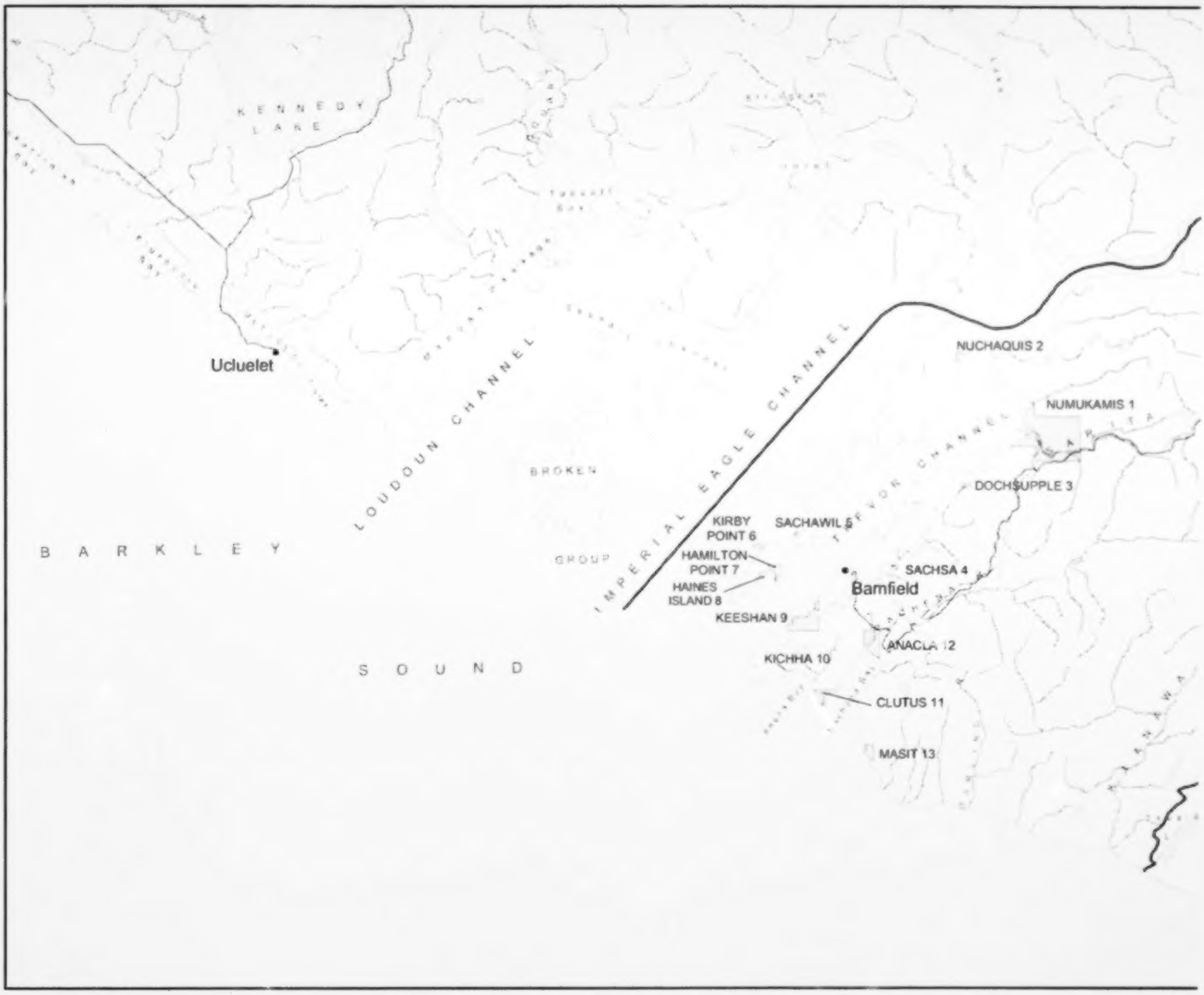
b) a vote, by way of a secret ballot; and

c) that a majority of the eligible voters in that Maa-nulth First Nation vote in favour of adopting their Maa-nulth First Nation Constitution.

APPENDIX A - MAP OF THE MAA-NULTH AREA



SUB APPENDIX A1
MAP OF THE MAA-NULTH FIRST NATION AREA - HUU-AY-AHT FIRST



Legend

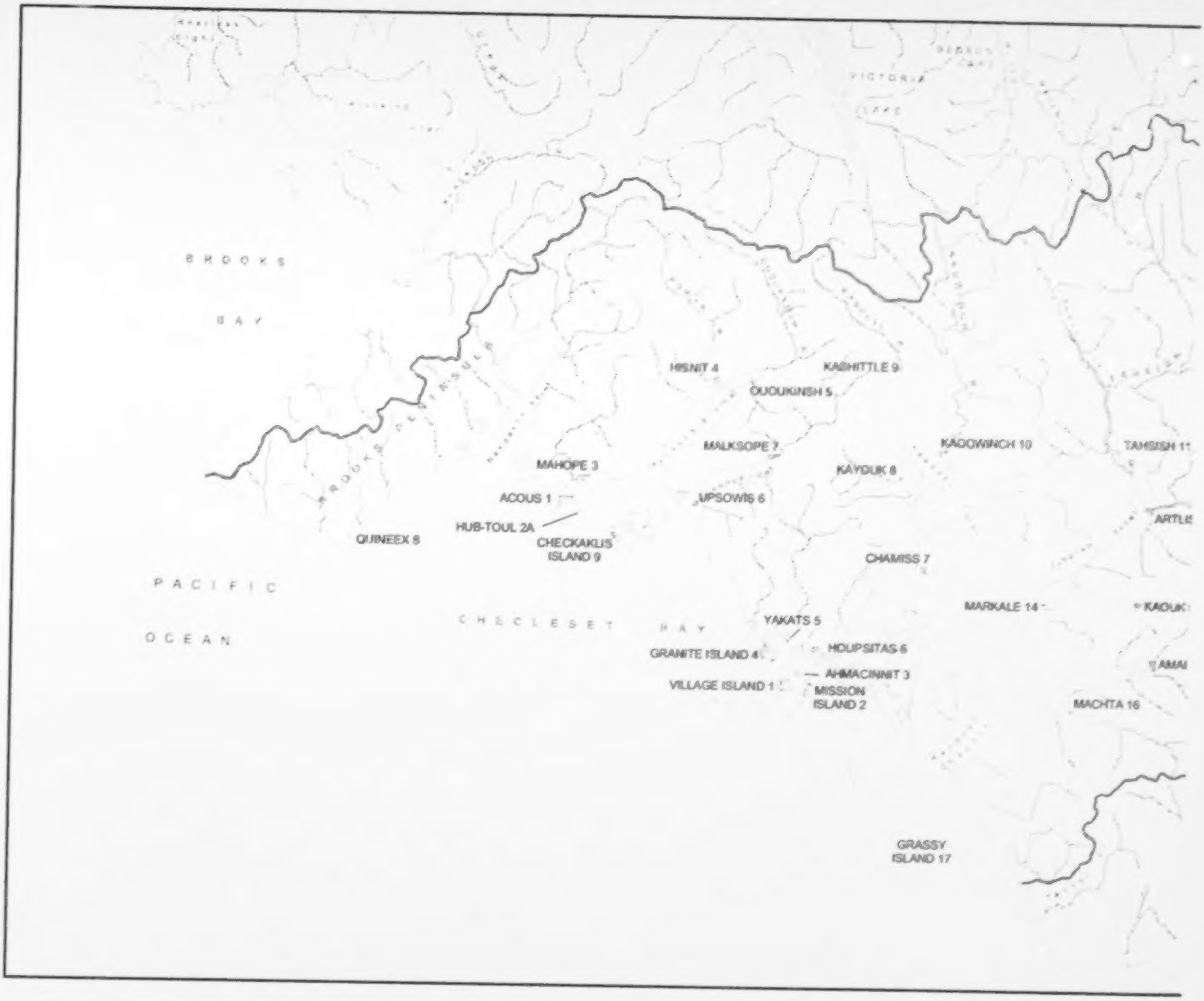
▭ Huu-ay-aht First Nations Area —— Road

▨ Huu-ay-aht Indian Reserves

Prior to the Final Agreement, the Parties will negotiate and attempt to reach agreement on the precise boundary of the Maa-nulth First Nation Area for the Huu-ay-aht First Nations.

2.5 0 2.
Kilometers

SUB APPENDIX A2
MAP OF THE MAA-NULTH FIRST NATION AREA - KA:'YU:'K'T'H/CHE:K'TLES



Legend

☐ Ka:'yu:'k't'h'/Che:k'tles7et'h' Nation Area

☐ Ka:'yu:'k't'h/Che:k:tlas7et'h' Indian Reserves

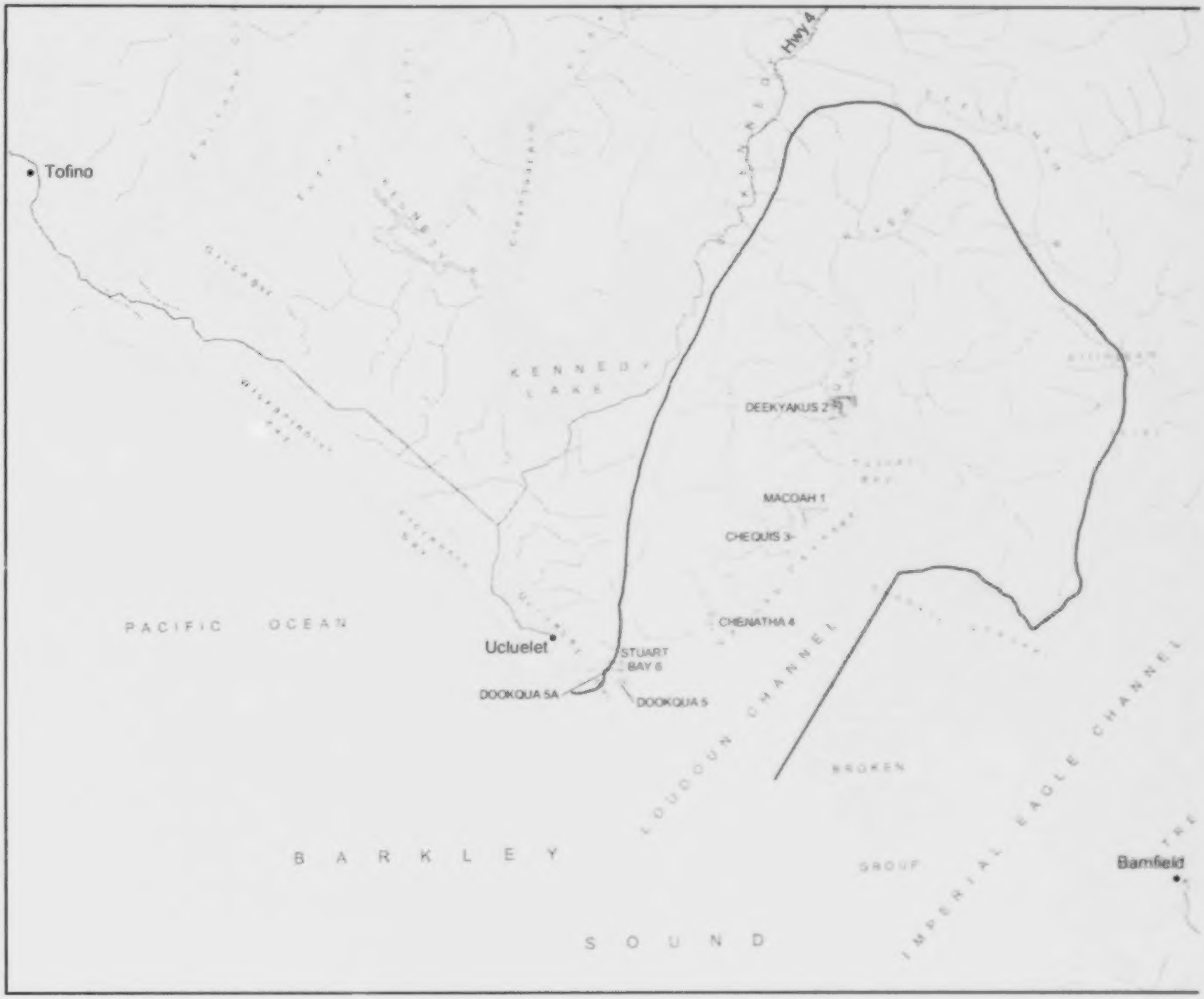
—— Road

Prior to the Final Agreement, the Parties will negotiate and attempt to reach agreement on the precise boundary of the Maa-nulth First Nation Area for the Ka:'yu:'k't'h/Che:k'tles7et'h' Nation.

2.5 0

Kilo

SUB APPENDIX A3
MAP OF THE MAA-NULTH FIRST NATION AREA - TOQUAHT NATI



Legend

☐ Toquaht Nation Area

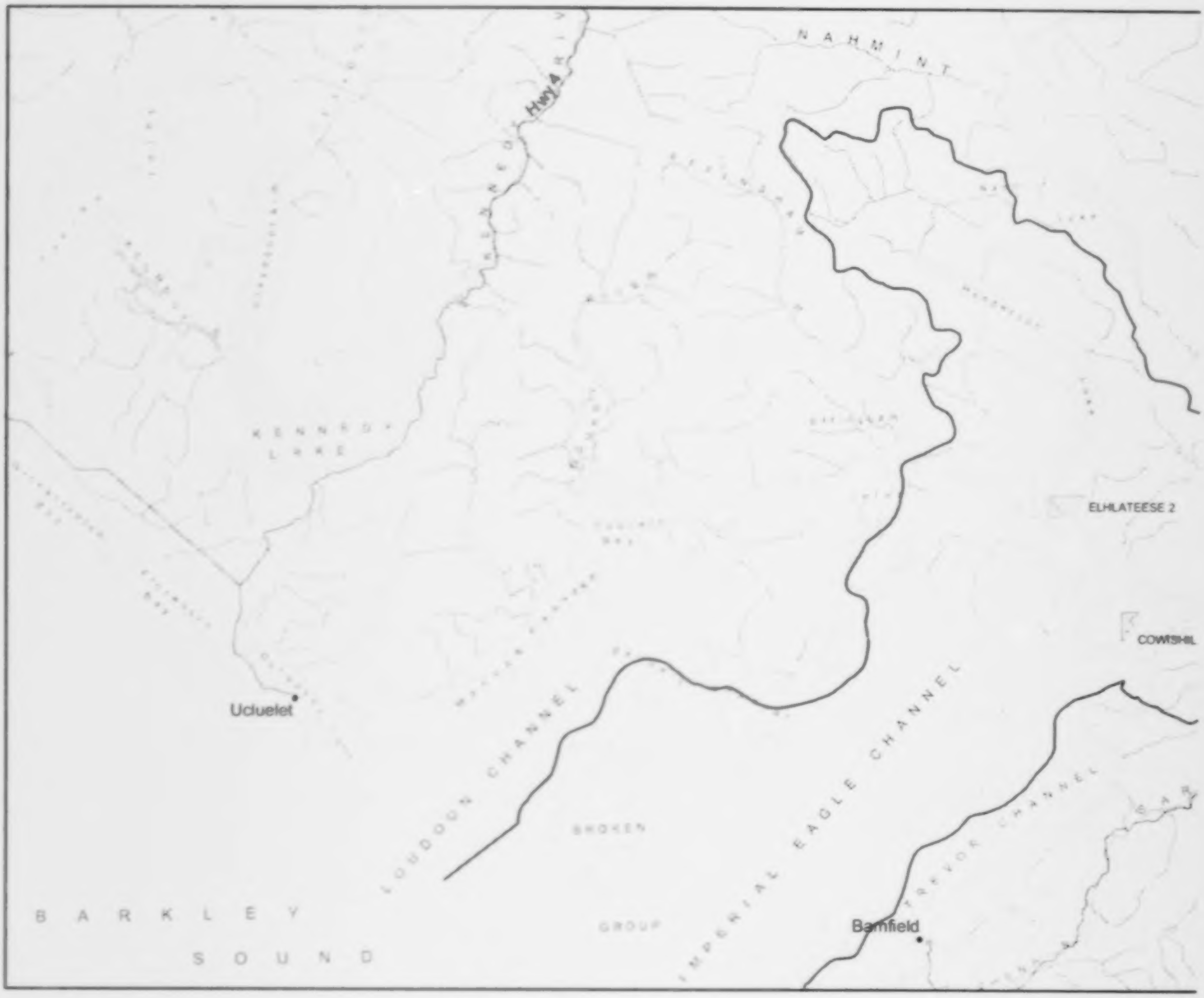
▨ Toquaht Indian Reserves

---- Road

Prior to the Final Agreement, the Parties will negotiate and attempt to reach agreement on the precise boundary of the Maa-nulth First Nation Area for the Toquaht Nation.

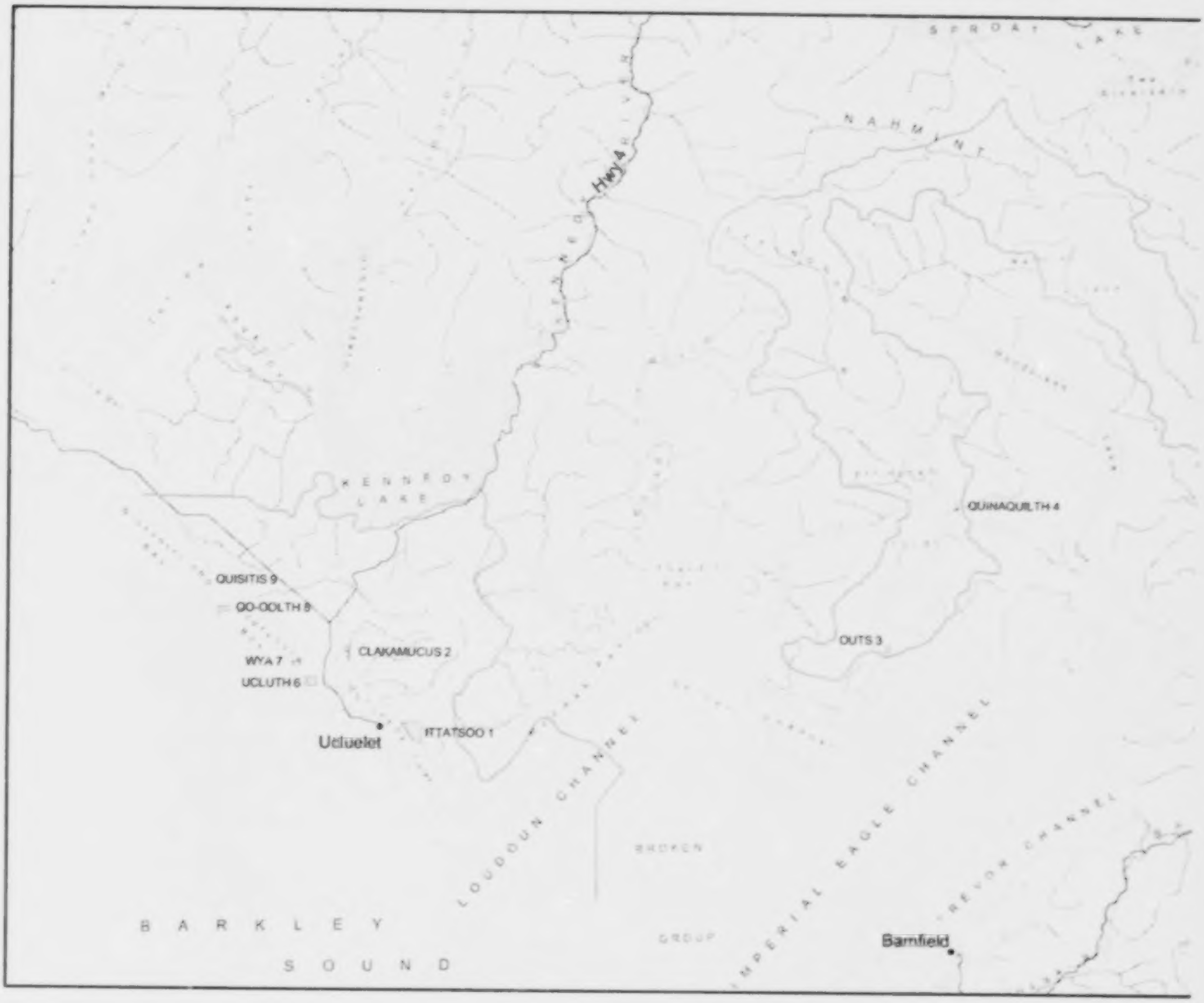
2.5 0 2.5
Kilometers

SUB APPENDIX A4
MAP OF THE MAA-NULTH FIRST NATION AREA - UCHUCKLESAHT TRI



Prior to the Final Agreement, the Parties will negotiate and attempt to reach agreement on the precise boundary of the Maa-nulth First Nation Area for the Uchucklesaht Tribe.

SUB APPENDIX A5
MAP OF THE MAA-NULTH FIRST NATION AREA - UCLUELET FIRST NA



Legend

Ucluelet First Nation Area

Ucluelet Indian Reserves

Road

Prior to the Final Agreement, the Parties will negotiate and attempt to reach agreement on the precise boundary of the Maa-nulth First Nation Area for the Ucluelet First Nation.

APPENDIX B - MAA-NULTH DOMESTIC FISHING AREA

Prior to the Final Agreement, the Parties will negotiate and attempt to reach agreement on the precise boundaries of the Maa-nulth Domestic Fishing Area.

APPENDIX C - MAA-NULTH FISHING RIGHT ALLOCATIONS

Species	Fishing Right Allocation
Sockeye Salmon	**Area 23 Somass** Formula that, on average, yields 12,000 pieces based on the total allowable cut for the years 1980 to 1999. **Area 23 Henderson** Terminal harvest to be negotiated using a harvest rate approach. **Area 26** Terminal harvest to be negotiated using a harvest rate approach. **Fraser River** Formula that, on average, yields 9,400 pieces based on share of Fraser River Canadian total allowable catch for years 1982 to 1997.
Chinook Salmon	**Area 23 West Coast Vancouver Island** Formula that, on average, yields 1,600 pieces based on stock estimates for the years 1985 to 1999. **Area 23 and 26 other than Somass** Terminal 10% harvest rate approach. Will require review. **Ocean** A base of 1,875 plus 1.78% of the Ocean Chinook Canadian total allowable catch as determined by the Minister.
Coho Salmon	**Areas 23 and 26** Formula that, on average, yields 7,500 pieces based on stock estimates for the years 1985 to 1999.
Chum Salmon	**Areas 23 and 26** Formula that, on average, yields 6,500 pieces based on stock estimates for the years 1970 to 1999.
Herring	In any year, the Maa-nulth Fishing Right Allocation for the whole herring is 90 short tons. The Parties acknowledge that in any year the Maa-nulth First Nations may harvest some or all of the Maa-nulth Fishing Right Allocation for whole herring as a corresponding amount of herring spawn.
Halibut	In any year, the Maa-nulth Fishing Right Allocation for Pacific halibut is 26,000 lbs (net weight, dressed, head off) plus 0.39% of the Canadian total allowable catch of Pacific halibut (net weight, dressed, head off).

Species	Fishing Right Allocation
Groundfish	Rockfish:16,000 lbs whole (round) rockfish of which no one species would comprise more than 15% of the total. Other groundfish (excluding rockfish, halibut, sablefish, skates, tuna, pile perch and Pacific hake): 9,000 lbs of whole (round) groundfish.
Dungeness Crab	To be negotiated
Prawns	To be negotiated

APPENDIX D - MAA-NULTH FIRST NATIONS ABORIGINAL FISHERIES STRATEGY COMMERCIAL FISHING LICENCES

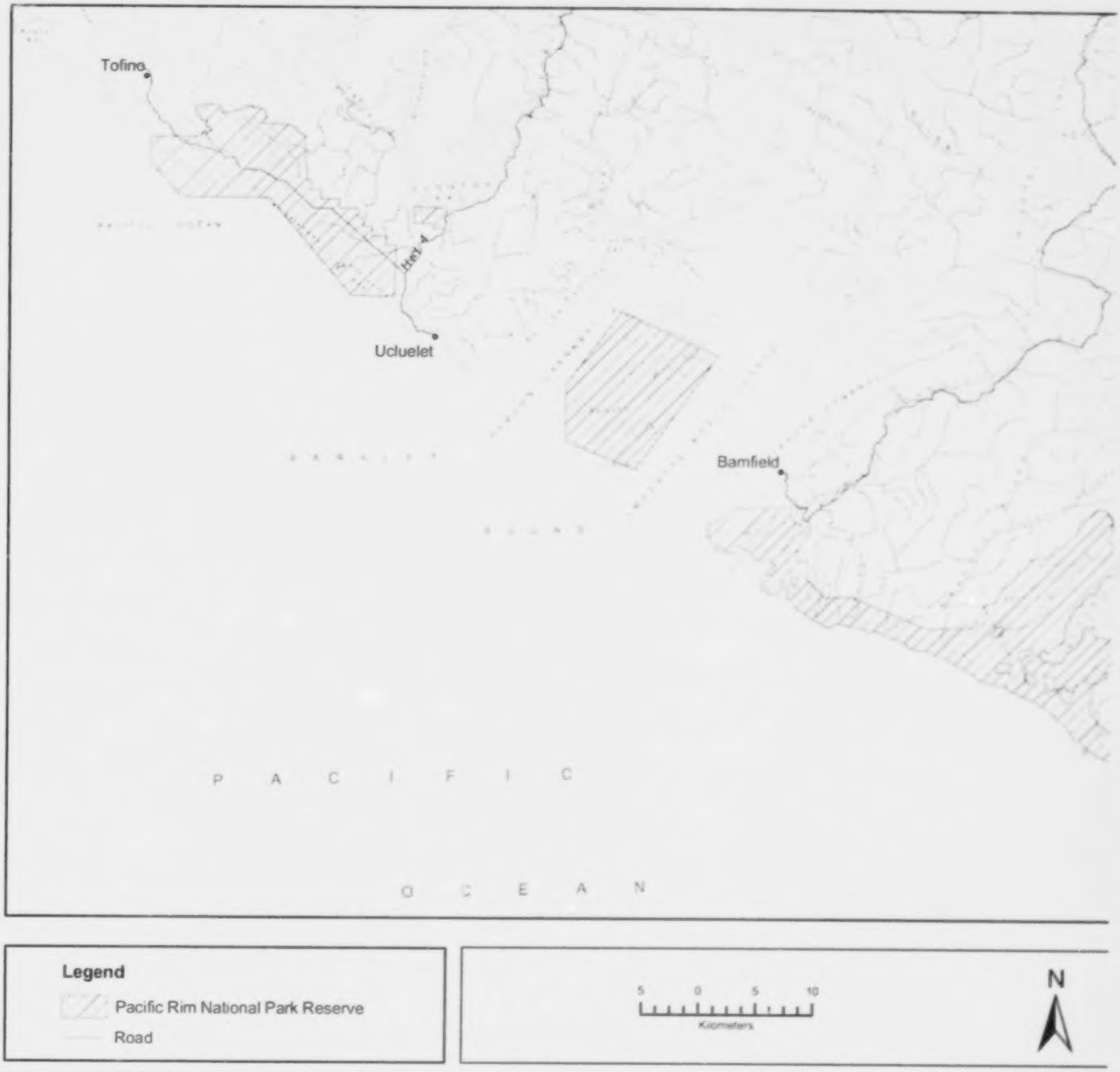
The Final Agreement will provide that on the Effective Date, Canada will issue to the Maa-nulth First Nations whichever of the following fishing licences that Maa-nulth First Nation, at least 30 days before the Effective Date, requests, in writing, Canada to issue:

1. One communal licence that allows sale for salmon using a gill net in Salmon Area D.
2. One communal licence that allows sale for salmon by trolling in Salmon Area G.
3. One communal licence that allows sale for salmon by trolling in Salmon Area G.
4. One communal licence that allows sale for halibut using hook and line with a halibut quota of 0.147686%.
5. One communal licence that allows sale for halibut using hook and line with a halibut quota of 0.097124%.
6. One communal licence that allows sale for halibut using hook and line with a halibut quota of 0.1058376%.
7. One communal licence that allows sale for rockfish using hook and line in Rockfish Area Outside.
8. Any other licences as agreed to by the Parties between this Agreement and the Final Agreement.

APPENDIX E - COMMERCIAL FISHING CAPACITY IN MAA-NULTH FIRST NATIONS HARVEST AGREEMENTS

Species/Fishery	Maximum Share	Compensable Share
Salmon all species (including Somass Sockeye Area 23 and Chinook Area 23.)	8 regular commercial licenses or equivalent in a Harvest Agreement. To be negotiated.	8 regular commercial licences or equivalent in a Harvest Agreement.
Non-Somass Sockeye Area 23 (Henderson)	Equivalent to 20% of non-Somass, Area 23 terminal commercial total allowable catch.	Equivalent to 20% of non-Somass, Area 23 terminal commercial total allowable catch.
Sockeye Areas 26	25% of identified terminal commercial total allowable catch. Maa-nulth tabled 50%	25% of identified terminal commercial total allowable catch.
Chinook Area 23	See Salmon all species.	See Salmon all species.
Herring	Unencumber two existing J licences (6 required). Plus gill net equivalents to be negotiated.	Unencumber two existing J licences (6 required). Plus gill net equivalents to be negotiated.
Halibut	4% of Canadian Commercial total allowable catch.	2% of Canadian Commercial total allowable catch.
Sablefish	20,000 lbs of J-cut quota	20,000 of J-cut quota
Dungeness Crab	One commercial licence or equivalent in a Harvest Agreement.	One commercial licence or equivalent in a Harvest Agreement.

APPENDIX F
MAP OF PACIFIC RIM NATIONAL PARK RESERVE



MAA-NULTH FIRST NATIONS TREATY NEGOTIATIONS

SUMMARY OF
AGREEMENT-IN-PRINCIPLE

Canada

BRITISH
COLUMBIA

This is a general summary of the Maa-nulth First Nations Agreement-in-Principle (AIP) for public information purposes.

The five Maa-nulth First Nations are Ka:'yu:'k't'h'/Che:k'tles7et'h', Ucluelet, Toquaht, Uchucklesaht and Huu-ay-aht and they are all located on the west coast of Vancouver Island.

The AIP includes:

- general concepts that will be reflected in a treaty;
- proposed land, financial and natural resource allocations; and
- commitments by the parties to explore outstanding issues prior to a treaty being finalized.

The summary is intended to provide an overview of the AIP and is organized by subject. Content listed under a particular subject heading may appear under different chapters in the AIP. This summary is not an exhaustive list of the AIP content; the complete AIP is available at www.bctreaty.net.

Each particular chief negotiator has recommended the AIP for approval by their principals, which are the Maa-nulth First Nations, Canada and British Columbia.

This AIP represents broad consensus among the three parties on the language and provisions contained in the document. It is not a legally binding document. If approved by the principals, the document will form the basis for negotiating the Final Agreement (i.e. the treaty) and the Self-Government Agreement.

Introduction

The AIP is the foundation for final agreement negotiations and completes stage four of the six-stage BC treaty process. The Final Agreement will be a treaty under section 35 of the *Constitution Act, 1982*.

The Maa-nulth First Nations AIP deals with land, cash, resources, culture and governance provisions. The AIP sets out certain law-making authorities related to Maa-nulth First Nations' management of their lands, resources, and culture. A separate Maa-nulth First Nations Self-Government Agreement will be negotiated between AIP and treaty, and this will set out additional authorities.

Agreement-in-Principle Overview

General Provisions

- The AIP is not a final agreement (i.e., a treaty) and is not legally binding.
- To achieve certainty for all parties, the treaty will be the full and final settlement of each Maa-nulth First Nations' Aboriginal land rights and any other Aboriginal rights related to the matters set out in the Final Agreement.
- With respect to the Self-Government Agreement, Maa-nulth First Nations will agree not to assert or exercise any rights other than those set out in the Self-Government Agreement for as long as that agreement is in effect.
- Any other right either not addressed in the Self-Government Agreement, or modified into a right set out in the Final Agreement, may be incorporated into the agreements through an orderly process that requires the agreement of all three parties.
- The Canadian Constitution, including the *Constitution Act, 1867* and the *Constitution Act, 1982* will not be altered, and the *Charter of Rights and Freedoms* will apply to Maa-nulth First Nations governments.
- Federal and provincial laws will apply concurrently with Maa-nulth First Nations laws.
- Maa-nulth First Nations treaty land will not be reserve land, and the *Indian Act* will no longer apply.

Land

- On the effective date of the treaty, treaty settlement lands provided to Maa-nulth First Nations will total no more than 23,005.21 hectares, including 20,900 hectares of provincial Crown land and Maa-nulth First Nations' current 2,105 hectares of Indian reserve land. Each Maa-nulth First Nation will own its treaty settlement lands in fee simple. In addition, 0.21 hectares of federal crown land will be provided to the Ucluelet First Nation as fee simple land subject to local municipal jurisdiction.

- Expropriation of treaty settlement lands may occur only in accordance with the provisions of the treaty. This will include provisions to avoid expropriation where reasonably practicable, to provide fair compensation, and to use replacement land as compensation where the parties so agree.
- Each Maa-nulth First Nation will be able to add fee simple land to Settlement Land in the future, subject to the agreement of Canada and British Columbia, and to the consent of the municipality if the lands are within municipal boundaries. Any such additions will be at no cost to Canada or British Columbia.
- Each Maa-nulth First Nation will have law-making authority concerning the management and development of treaty settlement land.
- The Ucluelet First Nation will receive $6.25 million in order to purchase private land, and therefore will receive a smaller allocation of provincial crown land.
- Existing third-party legal interests on proposed treaty settlement lands will be identified for protection after treaty.
- British Columbia will work with each Maa-nulth First Nation to pursue opportunities for commercial recreation tenures, to be effective after the treaty takes effect.

Access and Roads

- There will be public access to treaty settlement land for recreational and non-commercial use, including hunting and fishing.
- Maa-nulth First Nations may regulate such public access.
- There will be access across treaty settlement lands to existing third-party tenures and private properties identified in appendices to the treaty.
- Provincial and federal representatives, including persons acting in an official capacity and for an authorized purpose, may access treaty settlement land to carry out their duties.
- Maa-nulth government representatives may access federal and provincial Crown lands to carry out their duties.
- Crown roads and private roads will not form part of treaty settlement lands and will remain under either provincial or private ownership as the case may be.
- Specified public utility rights-of-way will continue on treaty settlement lands.

Water

- Prior to the treaty taking effect, the parties will negotiate a volume of water to be reserved for each Maa-nulth First Nation from rivers and streams within treaty settlement land.
- Each Maa-nulth First Nation may apply for water licences in accordance with provincial law.

Forest Resources

- Each Maa-nulth First Nation will own and manage the forest resources on its treaty settlement lands.

Subsurface and Mineral Resources

- Subsurface resources on treaty settlement lands will be owned by each Maa-nulth First Nation.
- Existing third-party legal interests on proposed treaty settlement land will be identified for protection after treaty.

Wildlife and Migratory Birds

- The Minister[1] will retain authority to manage and conserve wildlife and migratory birds and their habitat.
- Each Maa-nulth First Nation will have the right to harvest wildlife and migratory birds for food, social and ceremonial purposes within a specified area, limited by measures necessary for conservation, public health or public safety.
- The treaty will set out a process for determining allocations of wildlife and migratory birds.
- Wildlife and migratory birds harvested under the treaty may not be sold, unless federal and provincial laws were to allow sale.
- Each Maa-nulth First Nation may trade and barter wildlife and migratory birds harvested under the treaty with other Aboriginal people of Canada, resident in British Columbia.
- Harvesting of designated species by each Maa-nulth First Nation will be carried out under a Wildlife Harvest Plan that is developed by each Maa-nulth First Nation, consistent with the treaty, and approved by the Minister.
- The Wildlife Harvest Plan will address the designation and documentation of harvesters, and methods, timing and location of harvest.
- An information-sharing plan will be developed for species not included in a Wildlife Harvest Plan, and will address monitoring and reporting of such wildlife harvested in an identified area.
- Each Maa-nulth First Nation will have law-making authority with respect to the internal management of its harvest, including designation and documentation of Maa-nulth First Nations hunters within the wildlife and migratory bird harvest area.

---

[1] Throughout this document, "the Minister" means the federal and/or provincial Minister(s) responsible for the matter in question.

- Each Maa-nulth First Nation may participate in a regional wildlife management process if one is established.
- Prior to the treaty taking effect, the boundaries of the wildlife and migratory bird harvest area will be negotiated. These boundaries will include the Maa-nulth harvest area and may include other Nuu-chah-nulth First Nation areas.

Fisheries

- Each Maa-nulth First Nation will have the right to harvest fish for domestic use, in the domestic fishing area.
- The right to harvest fish for domestic use will be limited by measures necessary for conservation, public health or public safety.
- Maa-nulth First Nations citizens may trade and barter fish with other Aboriginal people of Canada, resident in British Columbia.
- Maa-nulth domestic allocations for sockeye salmon, chinook salmon, coho salmon, chum salmon, herring, halibut, and some species of groundfish, Dungeness crab and prawns are set out in Appendix C of the AIP.
- Canada and Maa-nulth First Nations may enter into a Harvest Agreement that provides for the issuance of commercial fishing licences with licence conditions similar to those in the regular commercial fishery. These licences will be subject to provincial and federal laws.
- Fisheries under a Harvest Agreement will have the same priority as regular commercial fisheries in management decisions by the Minister.
- Maa-nulth First Nations may be issued regular commercial licences comparable to the licences currently issued to Maa-nulth First Nations under the Aboriginal Fisheries Strategy Allocation Transfer Policy.
- Where there is a surplus of a species of salmon originating in the Maa-nulth domestic fishing area, the Minister may permit Maa-nulth First Nations to harvest some or the entire surplus.
- The Minister will retain authority, within their respective jurisdictions, for managing and conserving fish and fish habitat.
- Each Maa-nulth First Nation will participate in fisheries management through a Joint Fisheries Committee (JFC), which will be open to representatives from all Nuu-chah-nulth First Nations, British Columbia and Canada.
- Each Maa-nulth First Nation will develop an annual fishing plan for its annual harvest. The JFC will review these plans.
- Based on the recommendations of the JFC and the Maa-nulth annual fishing plans, the Minister will issue a harvest document authorizing Maa-nulth First Nations fisheries each year.
- Each Maa-nulth First Nation may also participate in a regional fisheries management advisory process where one exists or where one is established.
- Each Maa-nulth First Nation will have law-making authority with respect to who can harvest fish under Maa-nulth allocations, how the harvest will be distributed

among Maa-nulth First Nations citizens, and how individuals and vessels will be documented.

- Prior to the treaty taking effect, Maa-nulth domestic allocations for sablefish, butter clams, mussels, horse clams, geoduck, rock oysters, razor clams, abalone, sea urchins, goose barnacles, skates, tuna, pile perch, Pacific hake, and other fish and aquatic plants as agreed by the parties will be negotiated.
- Maa-nulth aquaculture tenures may be negotiated. Any such tenures will be issued under provincial law and, except as agreed by the Parties, will contain standard terms and conditions.
- Each Maa-nulth First Nation may be awarded selective terminal salmon fishing opportunities in the Maa-nulth domestic fishing area, at the discretion of the Minister.

Environmental Protection and Assessment

- Maa-nulth First Nations will be able to make environmental protection laws on treaty settlement lands.
- Each Maa-nulth First Nation may participate in established federal or provincial environmental assessment processes for proposed projects that may have adverse effects on its treaty settlement lands or its interests.

Pacific Rim National Park Reserve and Parks

- The Minister retains authority for management and administration of Pacific Rim National Park Reserve.
- Maa-nulth First Nations may harvest renewable resources in parks and protected areas within an identified area, limited by measures necessary for conservation, public health or public safety.
- Renewable resource harvests will not include commercial timber harvests.
- Unless Canada and Maa-nulth First Nations agree, and subject to the treaty, there will be no harvests for commercial purposes of resources of the lands and non-tidal waters of Pacific Rim National Park, except for trapping and making traditional crafts and artistic objects.
- Prior to the treaty taking effect, Canada and Maa-nulth First Nations will set out arrangements for the establishment of a planning and management process for Pacific Rim National Park to provide advice to the Minister. These arrangements will be in a renewable agreement outside the treaty.

Culture and Heritage

- Canada, British Columbia and Maa-nulth First Nations recognize that Maa-nulth First Nations' artifacts play an integral role in the continuation of their culture, values and traditions.

- Maa-nulth First Nations' ancient remains removed from heritage sites will be returned to the appropriate Maa-nulth First Nation, subject to federal and provincial laws.
- Each Maa-nulth First Nation will have a role in the management of Maa-nulth heritage sites on and off treaty settlement lands.
- Each Maa-nulth First Nation government will have law-making authority with respect to Nuu-chah-nulth culture, language and cultural property on treaty settlement lands.
- Geographic features or places may be renamed.
- Prior to the treaty taking effect, Canada, British Columbia and Maa-nulth First Nations will set out provisions for the sharing or transfer to Maa-nulth First Nations of agreed-to Maa-nulth First Nations' artifacts, if any, in the collections of the Canadian Museum of Civilization, Parks Canada, and the Royal British Columbia Museum.

Governance

- Each Maa-nulth First Nation will have democratic and accountable governments.
- Self-government and governance for each Maa-nulth First Nation will be achieved through rights set out in the treaty and through authorities in the Self-Government Agreement.
- Each Maa-nulth First Nation will have a constitution which will provide for the protection of the rights and freedoms of its Maa-nulth citizens.
- The treaty and Self-Government Agreement will provide opportunities for participation by people who are not Maa-nulth First Nations citizens in decisions that affect them.
- Each Maa-nulth First Nation may incorporate appointments of *Ha'wiih* (hereditary chiefs) into its constitution.
- Maa-nulth First Nations will have law-making authorities, the scope and extent of which will be negotiated prior to treaty. Some law-making authorities will be set out in the treaty and some will be set out in a separate Self-Government Agreement that will not form part of the treaty.
- The law-making authorities in the treaty will include government management and administration, financial administration, adoptions, land matters, culture, assets, Maa-nulth First Nation citizenship, and aspects of education and child and family services.
- Together, the treaty and the Self-Government Agreement will enable each Maa-nulth First Nation to control its own affairs, manage public institutions, and administer its collective economic interests.
- There will be a process for appeal or review of administrative decisions made by the Maa-nulth First Nations governments.
- The Self-Government Agreement will be put into effect by federal and provincial legislation and will not be a treaty or a land claims agreement.

- The Self-Government Agreement will be legally binding on all parties and can be relied on by all persons.
- The *Canadian Constitution Act, 1982* will not be altered and the Canadian *Charter of Rights and Freedoms* will continue to apply.
- Federal and provincial laws will continue to apply.
- Where a Maa-nulth First Nation has enacted laws, federal and provincial laws will apply concurrently.
- The Self-Government Agreement will be negotiated prior to the treaty taking effect, and will address matters such as First Nations' law-making authority over aspects of education, child and family services, health, solemnization of marriage, fire protection and emergency preparedness on treaty settlement lands.

Local and Regional Government Relationships

- The treaty and Self-Government Agreement will address relationships of each Maa-nulth First Nations government with the Alberni-Clayoquot and Comox-Strathcona Regional Districts.

Indian Act Transition

- Transitional provisions will address the fact that the *Indian Act,* including Section 87 tax exemptions, will no longer apply.

Fiscal Relations

- Fiscal agreements with Maa-nulth First Nations will be negotiated periodically for funding of agreed-upon programs and services.
- Fiscal agreements will not be part of the treaty.
- Each Maa-nulth First Nation will contribute to the funding of its services from its own revenues.

Capital Transfer

- Maa-nulth First Nations will receive $62.5 million according to a negotiated schedule of payments.
- When the treaty is initialled by the parties, Canada will determine the outstanding amount of the negotiation loans made by Canada to Maa-nulth First Nations, and will prepare a schedule for the repayment of the loans.
- Prior to the treaty taking effect, Canada, British Columbia and Maa-nulth First Nations will negotiate and attempt to reach agreement on sharing with Maa-nulth First Nations agreed-upon revenues originating in British Columbia and flowing to Canada or British Columbia.

Taxation

- Each Maa-nulth First Nation will have law-making authority in respect of direct taxation of its Maa-nulth First Nation citizens on treaty settlement land.
- British Columbia agrees not to impose property tax on persons on treaty settlement land if British Columbia and Maa-nulth First Nations successfully negotiate, prior to the treaty, the terms and conditions for the taxation of all persons on Maa-nulth First Nation treaty settlement lands.
- Prior to the treaty taking effect, Canada, British Columbia and Maa-nulth First Nations agree to negotiate transitional tax measures to address the fact that section 87 of the *Indian Act* will no longer apply after the Effective Date.
- Canada agrees to enter into taxation agreements for the direct taxation, in respect of sales tax and income tax, over Maa-nulth citizens living on treaty settlement lands.

Eligibility and Enrolment

- The AIP sets out the eligibility criteria for enrolment for benefits under the treaty.
- An Enrolment Committee and Enrolment Appeal Board will be established.

Ratification of the Final Agreement

- A ratification committee, comprised of representatives of each Maa-nulth First Nation, British Columbia and Canada, will be established to oversee the ratification process.
- Ratification of the treaty by Maa-nulth First Nations requires at least 50% plus one of eligible voters to vote in favour of entering into the treaty and Self-Government Agreement.
- Ratification by British Columbia and Canada requires signatures of respective Ministers of the Crown who are authorized to do so and the coming into force of provincial and federal settlement legislation that will give effect to the treaty.

Implementation

- Prior to the treaty taking effect, Canada, British Columbia and Maa-nulth First Nations will conclude an implementation plan, which is not to be part of the treaty.
- The implementation plan will identify the activities to be undertaken to fulfill the obligations of the treaty, and the party responsible and timelines for carrying out those activities.

Dispute Resolution

- The treaty will have a dispute resolution process.
- The parties agree that, as a general principle, they will work to prevent or minimize disagreements and to resolve disagreements, should they arise, in a non-adversarial, collaborative and informal manner.

For more information, please contact:

Maa-nulth First Nations	**Canada**	**British Columbia**
Victor C. Pearson vcpearson@shaw.ca	Ken Kolba Tel: 1 (800) 665-9320 Email:kolbak@inac.gc.ca	Bill Seymour Tel: 1 (800) 880-1022 Email: bill.seymour@gems3.gov.bc.ca

B.C. Heartlands Economic Strategy: Treaty Negotiations

BRITISH COLUMBIA

REVITALIZING THE TREATY PROCESS

The provincial government is committed to revitalizing the treaty process in British Columbia and negotiating workable, affordable treaties that will provide certainty over the ownership and use of Crown land and resources.

Revitalizing the treaty process, to create new opportunities for British Columbians

The Maa-nulth Agreement-in-Principle is being negotiated by British Columbia, Canada and Maa-nulth First Nations through the B.C. Treaty Commission process, launched in 1993.

As part of the provincial government's commitment to revitalizing the treaty process and advancing treaty negotiations with First Nations, a province-wide referendum on provincial treaty negotiation principles was held in April 2002. Over three-quarters of a million British Columbians took the opportunity to participate, and provided a strong public endorsement of the principles to guide provincial negotiators at treaty tables.

Advancing treaty negotiations, to improve certainty

The Maa-nulth Agreement-in-Principle (AIP), which is now entering the final stages of negotiation, upholds the eight principles for treaty negotiations adopted by British Columbians.

B.C. Heartlands Economic Strategy:
Treaty Negotiations

Maa-nulth First Nations Agreement-in-Principle

BRITISH COLUMBIA

REVITALIZING THE TREATY PROCESS

The provincial government is committed to revitalizing the treaty process in British Columbia and negotiating workable, affordable treaties that will provide certainty over the ownership and use of Crown land and resources.

Revitalizing the treaty process, to create new opportunities for British Columbians

The Maa-nulth Agreement-in-Principle is being negotiated by British Columbia, Canada and Maa-nulth First Nations through the B.C. Treaty Commission process, launched in 1993.

As part of the provincial government's commitment to revitalizing the treaty process and advancing treaty negotiations with First Nations, a province-wide referendum on provincial treaty negotiation principles was held in April 2002. Over three-quarters of a million British Columbians took the opportunity to participate, and provided a strong public endorsement of the principles to guide provincial negotiators at treaty tables.

Advancing treaty negotiations, to improve certainty

The Maa-nulth Agreement-in-Principle (AIP), which is now entering the final stages of negotiation, upholds the eight principles for treaty negotiations adopted by British Columbians.

The Maa-nulth First Nations AIP will serve as the foundation for negotiation of the Final Agreement. The AIP also provides the parties with the ability to negotiate a Self-Government Agreement between AIP and Final Agreement. The Self-Government Agreement will not be part of the treaty, and includes other governing authorities over matters such as education, child and family services, solemnization of marriage, and emergency preparedness on treaty lands.

The chief negotiators have recommended the AIP for approval by their principals, which are the Maa-nulth First Nations membership, and the federal and provincial cabinets. The AIP is not legally binding and represents broad consensus among the three parties on language and provisions contained in the document.

If ratified by the principals, the AIP will form the basis for negotiating the Final and Self-Government Agreements. Subsequent negotiations will provide the legal definitions of these understandings, leading to a Final Agreement. The parties hope to achieve Final Agreement as quickly as possible, after which time all three parties would have to ratify the agreements before they would come into force. Plans to implement the agreements would be negotiated during the Final Agreement negotiations.

Publicly endorsed referendum principles:

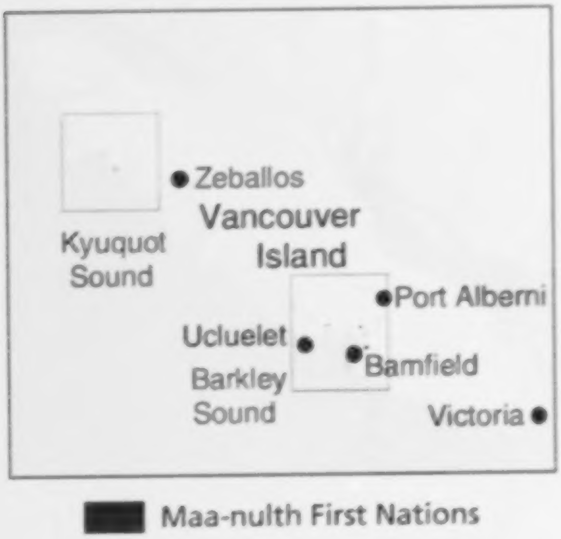
- *Private property should not be expropriated for treaty settlements.*
- *The terms and conditions of leases and licences should be respected; fair compensation for unavoidable disruption of commercial interests should be ensured.*
- *Hunting, fishing and recreational opportunities on Crown land will be ensured for the use and benefit of all British Columbians.*
- *Parks and protected areas should be maintained for the use and benefit of all British Columbians.*
- *Province-wide standards of resource management and environmental protection should continue to apply.*
- *Aboriginal governments should have the characteristics of local government, with powers delegated from Canada and B.C.*
- *Treaties should include mechanisms for harmonizing land-use planning between Aboriginal governments and neighbouring local governments.*
- *The existing tax exemptions for Aboriginal people should be phased out.*

These principles are respected in the Agreement-in-Principle.

Maa-nulth First Nations

The Maa-nulth First Nations are five Nuu-chah-nulth First Nations known as the Huu-ay-aht, Ka:yu:'k't'h'/Che:k'tles7et'h' (Kyuquot/Checlesaht), Toquaht, Uchucklesaht and Ucluelet. Their communities are spread over the west coast of Vancouver Island, with a combined population of approximately 1,934 people.

The Maa-nulth First Nations are members of the Nuu-chah-nulth Tribal Council (NTC), which approved a Draft NTC AIP in March 2001. However, since the overall membership of the NTC did not approve the agreement, the AIP was not signed. The Maa-nulth First Nations approached British Columbia and Canada about negotiating a Final Agreement based on the March 2001 AIP, which ultimately led to the negotiation of the current Maa-nulth First Nations AIP.



Building better relationships with First Nations

In B.C., treaty negotiations involve three parties: the provincial government, the federal government, and First Nations. Each set of negotiations requires give-and-take on all sides. British Columbia is prepared to be flexible and creative at the negotiating table, while ensuring each agreement meets the publicly endorsed guiding principles.

Our government is working with First Nations to reinvigorate and advance treaty negotiations across B.C. It is opening a new dialogue that will forge stronger relationships with Aboriginal people and provide them with greater input into decisions that involve their communities. The development of mutual trust and respect on all sides will build the foundation to achieve certainty for both First Nations and British Columbians.

Economic benefits improve the quality of life for First Nations

The government is committed to increase economic opportunities for First Nations that improve Aboriginal British Columbians' quality of life, both on- and off-reserve. To support this goal, the government has created a $40 million Economic Measures Fund to foster economic development for First Nations communities, create jobs and provide skills development and training. Other initiatives include increasing Aboriginal participation in forestry, tourism, oil and gas and the 2010 Olympic and Paralympic Winter Games. Success in treaty agreements will help create new economic opportunities for all British Columbians.

1. Will my home and property be expropriated for treaty lands?

No. Government will not expropriate private land for treaty settlement purposes. Some land may be purchased to become part of the Maa-nulth First Nations' treaty settlement, but this would only occur on a willing-seller, willing-buyer basis.

2. I have a lease on land that may be included in the treaty. Will I be compensated if it is disrupted?

The Province will ensure that the terms and conditions of leases and licences are protected. Should there be an impact on licensees or leaseholders as a result of a treaty settlement, fair compensation will be paid.

3. My family hikes, fishes and hunts in the area. Will we still be able to do this?

The public will continue to have access to Crown lands after the treaty. The Maa-nulth First Nations will provide reasonable opportunities for the public to hunt, fish and engage in other recreational activities on Maa-nulth First Nations treaty lands.

4. Where will the Maa-nulth First Nations' hunting rights apply and will they be required to carry licences?

Maa-nulth First Nations will be able to harvest wildlife and migratory birds within a defined harvest area that will include treaty and non-treaty land. Maa-nulth First Nations hunters will be required to carry and produce documentation issued by the Maa-nulth First Nations governments when harvesting in accordance with treaty rights.

5. How will this agreement affect my commercial fishing operation?

A treaty with Maa-nulth First Nations will bring clarity to all commercial fishing operations by modifying Maa-nulth First Nations' existing undefined fishing rights into clearly defined treaty rights and responsibilities. Provisions in the agreement will contribute to integrated management arrangements and equitable access to fish resources. The provincial interest of an economically viable fishing industry that creates employment will be supported by a treaty with the Maa-nulth First Nations.

6. Will the public continue to have access to parks after treaty settlement?

Public access to provincial parks will not be affected by the treaty. The AIP provides for the negotiation of agreements outside the treaty to enable Maa-nulth First Nations to have a role in park management and operations in specific parks within the region.

7. Will resource management and environmental protection continue to meet provincial standards?

Federal and provincial laws, including those related to resource management and environmental protection, will apply to Maa-nulth First Nations members, lands and governments. While Maa-nulth First Nations will have law-making authority over forest management and environmental protection on treaty lands, federal and provincial laws will prevail over Maa-nulth First Nations laws if there is a conflict.

8. Can the Maa-nulth First Nations legislate standards on treaty lands that are more stringent than provincial standards?

The Maa-nulth First Nations governments will be able to establish and enforce higher standards, such as environmental protection laws, on treaty lands as set out in the Final Agreement.

9. Will Maa-nulth First Nations governments have authorities similar to my local government?

The Maa-nulth First Nations governments will have authorities, much like local governments, over such things as fire protection, public works, and traffic and transportation. These law-making authorities will be set out in a Self-Government Agreement that will not be part of the treaty.

Maa-nulth First Nations governments' law-making authorities will be put into effect through federal and provincial legislation. Authorities related to land and resource rights, assets, culture and language will be included in the treaty. These will ensure long-term preservation of Maa-nulth First Nations' assets and cultural identity while providing greater certainty over land and resource ownership and management.

10. Will the Canadian Charter of Rights and Freedoms and the Criminal Code apply on Maa-nulth First Nations treaty lands?

Yes. The Canadian Charter of Rights and Freedoms and the Criminal Code will apply to Maa-nulth First Nations treaty lands, Maa-nulth First Nations governments and Maa-nulth First Nations members.

11. Will the Maa-nulth First Nations continue to have tax exemptions?

Following a transition period, Maa-nulth First Nations members will no longer be exempt from taxation. The Maa-nulth First Nations governments will receive taxation treatment similar to local governments.

12. Will the Maa-nulth First Nations governments have taxation powers?

The Maa-nulth First Nations governments will have direct taxation powers over their own members on treaty lands. The agreement also provides Maa-nulth First Nations the opportunity to enter into negotiations with Canada and B.C. regarding taxation of other persons on treaty lands.

Provisions in both the Final and Self-Government Agreements will ensure that non-Maa-nulth citizens living on treaty lands will have opportunities to be consulted and participate in Maa-nulth governments and public institutions.

13. Will there be a patchwork quilt of land-use plans after the agreement is finalized?

No. The agreement provides the opportunity for Maa-nulth First Nations to join the Alberni-Clayoquot Regional District and the Regional District of Comox-Strathcona, to enter into agreements with local and regional governments with respect to the provision of specific services, and to coordinate activities and proposed land use with local and regional governments within their respective areas of responsibility.

14. What opportunities will the public have to express their views on the AIP?

Numerous public meetings have been held over the years to provide information on the negotiations. Copies of the draft AIP have been distributed and are available on the Internet at www.bctreaty.net

Provincial negotiators will continue to hold public meetings, which will be advertised through local media. In addition, residents can also address their interests through local and regional government representatives and MLAs.

Public and stakeholder consultations will continue through Final Agreement negotiations.

15. How will this agreement benefit me and my community?

The agreement with the Maa-nulth First Nations will increase certainty over the lands and resources on the west coast of Vancouver Island. It will clearly define the rights and responsibilities of the First Nations. It will provide opportunity for economic development and help build a prosperous, vibrant community for Aboriginals and non-Aboriginals alike.

TREATY NEGOTIATIONS
OFFICE

For more information contact:

Treaty Negotiations Office
PO Box 9100 Stn Prov Govt
Victoria, B.C. V8W 9B1

Phone: 1 800 880-1022
Web: www.gov.bc.ca/tno/

Photo: Flores Island Provincial Park
Courtesy: B.C. Ministry of Water, Land and Air Protection

QP # 4500091006

B.C. Heartlands Economic Strategy:
Treaty Negotiations

Maa-nulth First Nations Agreement-in-Principle Treaty Information

Certainty for British Columbians

The provincial government is committed to negotiating workable, affordable treaty settlements that provide certainty and equality. By resolving Aboriginal claims, treaties will reduce the need for expensive litigation and create certainty over the ownership and use of Crown land. Modern-day treaties will contribute to overall economic growth throughout British Columbia.

Agreement-in-Principle

An Agreement-in-Principle (AIP) is the fourth step in a six-step treaty process. The AIP reflects British Columbia's publicly endorsed principles that guide provincial negotiations with First Nations and Canada. A Final Agreement with the Maa-nulth First Nations will clearly define the rights and obligations of the First Nations in a way that is consistent with B.C.'s guiding principles.

The treaty package as outlined in the AIP includes land, capital, and resources. Canada and British Columbia will share the costs of the treaty package. British Columbia contributes mainly Crown land and Canada contributes mainly cash.

The Maa-nulth First Nations Agreement-in-Principle

The Maa-nulth First Nations, which entered the treaty process in 1994, are a group of five First Nations (Huu-ay-aht, Ka:'yu:k't'h'/Che:k'tles7et'h', Toquaht, Uchucklesaht and Ucluelet) with a combined population of 1,934 people. Many live on reserves on the west coast of Vancouver Island near Barkley Sound and Kyuquot Sound. The First Nations are strongly committed to economic development and business enterprise.

A treaty with Maa-nulth First Nations will:

- clearly define the rights and obligations of the Maa-nulth First Nations in a way that is consistent with B.C.'s publicly endorsed principles for treaty negotiations;
- provide certainty on lands and resources, which will improve the investment climate on the west coast of Vancouver Island;
- stimulate regional economic growth that will benefit all British Columbians;
- increase Maa-nulth First Nation participation in the regional economy;
- reduce the First Nations' reliance on government transfers and phase out tax exemptions for Maa-nulth First Nation members; and
- provide agreement on self-government and co-operative local government relations.

BRITISH
COLUMBIA

Land

The land component of the AIP totals 23,005.21 hectares. It includes 20,900 hectares of provincial Crown land, approximately 2,105 hectares of existing Indian reserves and 0.21 hectares of federal land to be provided to the Ucluelet First Nation. The land offer upholds B.C.'s negotiating principle that ***private property should not be expropriated for treaty settlements.***

The Maa-nulth First Nation Indian reserves will become treaty lands that the First Nations will own in fee simple. Fee simple ownership provides the First Nations with the flexibility to manage their lands and generate long-term economic benefits. The Province will ensure that the terms and conditions of leases and licences are protected. Should there be an impact on licensees or leaseholders as a result of a treaty settlement, fair compensation will be paid. This is in accordance with the negotiating principle that ***the terms and conditions of leases and licences should be respected; fair compensation for unavoidable disruption of commercial interests should be ensured.***

A Final Agreement would allow for the Maa-nulth First Nation governments to participate on the boards of the Regional District of Comox-Strathcona or Alberni-Clayoquot on an equal basis with other members. The AIP also contains a provision for the Maa-nulth First Nations to enter into service agreements with local governments. This reflects B.C.'s negotiating principle that ***treaties should include mechanisms for harmonizing land-use planning between Aboriginal governments and neighbouring local governments.***

Capital Transfer

The federal government will make a cash transfer to the Maa-nulth First Nations of $62.5 million. In addition, the Ucluelet First Nation will receive $6.25 million in order to purchase private land from a willing seller, and therefore will receive a smaller allocation of provincial Crown land.

The funds will assist the Maa-nulth First Nations to develop business capacity and economic opportunities, which will help their communities become increasingly self-sufficient. Money will be spent locally, which will also help bolster the local economy.

Forestry

B.C.'s negotiating principle that ***province-wide standards of resource management and environmental protection should continue to apply*** is reflected in the forestry chapter of this AIP. Maa-nulth First Nations will be able to make laws with respect to forest management, but these laws must be consistent with provincial standards. Opportunities in the forest sector will help build and sustain local economies for the Maa-nulth First Nations, as well as provide jobs for their members.

Wildlife and Migratory Birds

The AIP respects the provincial negotiating principle that ***hunting, fishing and recreational opportunities on Crown land will be ensured for the use and benefit of all British Columbians.*** The public will still be able to hunt, fish and engage in recreational activities on the west coast of Vancouver Island. Maa-nulth First Nations will be able to harvest wildlife and migratory birds within a defined harvest area that will include treaty and non-treaty land. Maa-nulth First Nation hunters will be required to carry and produce documentation issued by the Maa-nulth First Nation government when harvesting in accordance with treaty rights.

The AIP clarifies the rights, responsibilities and jurisdiction of the First Nations with respect to wildlife, including migratory birds and their habitats. It also confirms and clarifies the role of the provincial minister with respect to wildlife conservation.

The Supreme Court of Canada has confirmed that Aboriginal people have a constitutional right to hunt and fish for domestic purposes, but this right is not clearly defined. A Final Agreement with the Maa-nulth First Nations will provide certainty for the long-term diversity and abundance of wildlife, and ensure the Province's continued ability to use, manage and conserve these resources for all British Columbians.

Fishery

The provincial negotiating principle that ***hunting, fishing and recreational opportunities on Crown land will be ensured for the use and benefit of all British Columbians*** is upheld in the fishing provisions of this AIP.

The Maa-nulth First Nations will receive a domestic allocation of fish for food, social and ceremonial purposes, and these fish may not be sold. The federal and provincial ministers will retain authority for managing and conserving fish, aquatic plants and fish habitat. Maa-nulth First Nations will participate in fisheries management through a joint fisheries management committee. The First Nations will develop annual fishing plans for their fish allocations and review these plans with this committee. The federal Minister of Fisheries and Oceans will then issue a harvest document authorizing Maa-nulth First Nation fisheries each year based on the annual fishing plans.

The AIP provides for the Maa-nulth First Nations and the federal Department of Fisheries and Oceans to negotiate a harvest agreement outside the treaty for commercial fishing opportunities. These negotiations will determine annual allocations of sockeye and chinook salmon, herring, halibut, sablefish and Dungeness crab.

Commercial allocations will have the same priority as other commercial fisheries in management decisions made by the federal Minister of Fisheries and Oceans.

The Province supports treaty arrangements that reflect the following objectives:

- a fishery that is accessible to all British Columbians;
- equitable fishing arrangements for all participants;
- an overall vision of the fishery that informs all management decisions and specific treaty negotiations; and
- an integrated and effective management regime across all sectors that is capable of ensuring the sustainability of the resource and economic viability of the industry.

Environmental Protection and Parks

B.C.'s negotiating principle specifies that ***parks and protected areas will be maintained for the use and benefit of all British Columbians***. Public access to provincial parks will not be affected by the treaty. The AIP provides for the negotiation of agreements outside the treaty that would enable Maa-nulth First Nations to have a role in park management and park operations in specific parks within the region, which will be determined during Final Agreement negotiations. Canada and Maa-nulth First Nations will set out arrangements for the establishment of a planning and management process for Pacific Rim National Park Reserve. The Maa-nulth First Nations AIP ensures that province-wide standards of resource management and environmental protection will continue to apply. In addition, Maa-nulth First Nations will be able to make environmental protection laws with respect to treaty lands.

Culture and Heritage

In the past, no established process existed for Maa-nulth First Nations or other First Nations to reclaim artifacts and ancient human remains. The AIP provides a process of reconciliation that respects the First Nations' heritage and will eliminate the need for potentially expensive legal action for the Maa-nulth First Nations or the Province.

Governance

A separate Self-Government Agreement will be negotiated outside the treaty, and will set out governing authorities that are not constitutionally protected. This is in keeping with the intent of B.C.'s publicly endorsed negotiating principle that ***Aboriginal governments should have the characteristics of local government, with powers delegated from Canada and B.C.***

Maa-nulth First Nations will have democratically elected governments with powers similar to those of municipal governments in areas such as land-use planning, traffic regulation on their roads and public works. These law-making authorities will be put into effect through federal and provincial legislation. Maa-nulth First Nations will be expected to contribute to the costs of their governments in order to reduce their reliance on federal and provincial funding.

Authorities related to land and resource rights, assets, culture and language will be included in the treaty. These will ensure long-term preservation of Maa-nulth First Nations' assets and cultural identity while providing greater certainty over land and resource ownership and management.

Together, the treaty and the Self-Government Agreement will enable the Maa-nulth First Nations to manage their affairs and public institutions, administer their collective economic interests and participate effectively in regional planning processes.

Taxation

After a transition period, Maa-nulth First Nation citizens will pay taxes like all British Columbians. This is in step with the provincial principle that ***existing tax exemptions for Aboriginal people should be phased out.*** Maa-nulth First Nations will have law-making authority for direct taxation of Maa-nulth First Nation citizens on treaty land and, upon agreement with Canada or British Columbia, over non-members on treaty land. Transitional provisions will address the fact that the Indian Act, including the Section 87 tax exemption, will no longer apply.

The agreement with the Maa-nulth First Nations will create certainty over the lands and resources on a significant portion of the west coast of Vancouver Island. It will clearly define the rights and responsibilities of the First Nations. It will provide opportunity for economic development and help build a prosperous, vibrant community for Aboriginals and non-Aboriginals alike.

For more information:
TREATY NEGOTIATIONS OFFICE
PO Box 9100 Stn Prov Govt
Victoria, BC V8W 9B1

Phone: 1 800 880-1022
Website: www.gov.bc.ca/tno

TREATY NEGOTIATIONS OFFICE

BRITISH COLUMBIA

B.C. Heartlands Economic Strategy:
Treaty Negotiations

Maa-nulth First Nations Agreement-in-Principle Intergovernmental Relations

Building relations with local governments

All parties agree that relations between the Maa-nulth First Nations and local governments play a critical role in creating and sustaining a workable treaty. The District of Ucluelet and the Alberni-Clayoquot and Comox-Strathcona Regional Districts overlap parts of the asserted traditional territories of the Maa-nulth First Nations. The relationships between Maa-nulth First Nations and local governments have traditionally been positive and constructive. The Maa-nulth First Nations AIP provides for a continuation and strengthening of co-operative relationships between the Maa-nulth First Nations and local and regional governments through:

- the opportunity for Maa-nulth First Nations governments to participate on the boards of the Alberni-Clayoquot and Comox-Strathcona Regional Districts;
- agreements between Maa-nulth First Nations and local governments on the cost and delivery of services; and
- agreements to co-ordinate land-use planning in their respective areas of responsibility.

Frequently Asked Questions

1) **How many local and regional governments are affected by the Maa-nulth First Nations treaty negotiations?**

   The asserted traditional territories of the Maa-nulth First Nations cover all or parts of the Alberni-Clayoquot and Comox-Strathcona Regional Districts, the District of Ucluelet, and the unincorporated community of Bamfield.

2) **Are local governments involved in the treaty negotiations with the Maa-nulth First Nations?**

   Yes. Provincial negotiators work closely with local and regional governments to address their interests on a wide range of issues, including land-use planning and servicing. Regular meetings are held with affected local governments and will continue through Final Agreement negotiations. Local government representatives will also continue to participate as members of the provincial negotiating team.

BRITISH
COLUMBIA

3) **Will the Maa-nulth First Nations pay for services they receive from local or regional governments?**

The Maa-nulth First Nations and local governments will negotiate separate agreements for the cost and delivery of services. These agreements will be outside the treaty.

4) **When will the Maa-nulth First Nations join the Regional Districts?**

After the AIP is ratified, the parties and the Regional Districts will discuss options for the Maa-nulth First Nations to join the Regional District boards. It would occur on the effective date of the Final Agreement and the Self-Government Agreement.

5) **Will the Maa-nulth First Nations co-ordinate land-use planning with the Regional Districts?**

The AIP provides that the Maa-nulth First Nations governments will enter into agreements with local governments to co-ordinate activities and proposed land use in their respective areas.

The Maa-nulth First Nations are committed to discussing proposed land-use planning and zoning, and will work collaboratively to resolve matters of mutual interest and concern. Where appropriate, they may follow regional and local government processes already in place.

6) **Will the Maa-nulth First Nations become members of the Alberni-Clayoquot and Comox-Strathcona Regional Districts?**

The Final Agreement or the Self-Government Agreement will address the relationship that the Maa-nulth First Nations governments will have with the Alberni-Clayoquot and Comox-Strathcona Regional Districts. Regional District representation for the Maa-nulth First Nations governments and non-member residents on treaty lands will also be addressed through these discussions.

The Maa-nulth First Nations and local governments are committed to working co-operatively and collaboratively. These ongoing relationships will be governed by the agreements and processes established under the Final Agreement and the Self-Government Agreement.

7) **Will the Maa-nulth First Nations pay property taxes for local services such as fire protection, schools, and garbage disposal?**

These types of details have yet to be negotiated. It is expected that Maa-nulth First Nations will pay for services provided, which will be set out in separate agreements with local governments.

8) **What is the nature and scope of the agreement on self-government?**

The AIP provides for a Self-Government Agreement to be negotiated and concluded at the same time as the Final Agreement. The Self-Government Agreement will not be constitutionally protected. It will set out the nature and scope of the law-making authorities of the Maa-nulth First Nations governments. These may include matters such as education, child and family services, health services, administration of justice, emergency preparedness, solemnization of marriage and traffic and transportation. The authorities will not include criminal law or criminal procedures. Authorities related to land and resource rights will be set out in the Final Agreement.

For more information:
TREATY NEGOTIATIONS OFFICE
PO Box 9100 Stn Prov Govt
Victoria, BC V8W 9B1

Phone: 1 800 880-1022
Website: www.gov.bc.ca/tno

TREATY NEGOTIATIONS OFFICE
BRITISH COLUMBIA

B.C. Heartlands Economic Strategy:
Treaty Negotiations

Maa-nulth First Nations Agreement-in-Principle Wildlife Management

Protecting B.C.'s Wildlife

British Columbia's wildlife is a rich natural resource and the Province is committed to ensuring it is managed for the benefit of all British Columbians. Wildlife and wildlife habitat are renewable resources requiring careful management in order to protect diversity, abundance and health, and to ensure harmony among environmental, social and economic interests. The Province's overall principle for addressing wildlife issues in treaty negotiations, as publicly endorsed by the people of B.C., is that "hunting, fishing and recreational opportunities on Crown land will be ensured for the use and benefit of all British Columbians."

The government of British Columbia seeks to negotiate treaties that:

- ensure wildlife conservation and sustainability;
- ensure continued hunting and recreational opportunities on Crown land for the benefit of all British Columbians; and
- clarify rights, responsibilities and jurisdiction with respect to wildlife.

Wildlife Management

Based on the Maa-nulth First Nations AIP, the Final Agreement will provide all three parties – Maa-nulth First Nations, British Columbia, and Canada – with certainty regarding hunting and fishing rights. The AIP defines Maa-nulth First Nations' hunting and fishing rights by identifying the scope of and limitations on those rights, and the overriding authority of responsible ministers. The Final Agreement will be the full and final settlement of the Maa-nulth First Nations' Aboriginal rights relating to hunting and fishing. This will be accomplished by modifying the general, undefined Aboriginal rights to harvest wildlife and fish into the specific, defined rights spelled out in the Final Agreement.

Frequently Asked Questions

1) **Who will retain overriding authority over wildlife management?**

   The provincial and federal ministers responsible for wildlife and migratory birds will retain full responsibility for managing and conserving these resources.

2) **Will a treaty allow Maa-nulth First Nations unlimited access to hunt wildlife and migratory birds?**

   No. The AIP sets out that Maa-nulth First Nations hunters will have the right to harvest wildlife for domestic purposes within a defined area, limited by measures necessary for conservation, public health, and public safety.

BRITISH
COLUMBIA

3) **Will Maa-nulth First Nations members need licences to hunt?**

Yes. Maa-nulth First Nations hunters will be required to carry documentation issued by their governments. A wildlife harvest plan, developed jointly by Maa-nulth First Nations and British Columbia and approved by the provincial minister, will include details on the designation and documentation of Maa-nulth First Nations hunters.

4) **Will Maa-nulth First Nations enforce hunting restrictions on their own members? If not, who will be responsible for ensuring that violators are prosecuted?**

It is the intention of Maa-nulth First Nations to enforce harvesting arrangements that will be set out in the treaty. Under the treaty, provincial conservation officers will retain authority to enforce the Wildlife Act. The parties may negotiate arrangements outside the Final Agreement regarding enforcement of provincial and federal laws and Maa-nulth First Nations laws over hunting activities of Maa-nulth First Nations members.

5) **If there is a conservation concern for a certain species, how will this be addressed in the treaty?**

The provincial Minister of Water, Land and Air Protection will retain authority for all aspects of wildlife management. The Maa-nulth First Nations right to hunt is subject to measures that are necessary for conservation. Under the treaty, the provincial minister may determine that a species is designated if there is a conservation concern, and a Maa-nulth First Nations allocation would be negotiated based on a share of the total allowable harvest. Factors that would be taken into consideration include the status of the species and current harvesting levels by hunters who are not Maa-nulth members. If the total allowable harvest is zero, there will be no allocation for Maa-nulth First Nations hunters.

6) **What is a wildlife harvest plan?**

A wildlife harvest plan is a detailed management regime for harvesting species for which there is a conservation concern – or by agreement of the parties for other species. The plan will identify the methods, timing, and locations of Maa-nulth First Nations harvests of species. A wildlife harvest plan must be approved by the provincial minister before it can come into effect.

7) **Under this agreement, will the Maa-nulth First Nations be able to sell the wildlife they hunt, and how will trading and bartering of wildlife apply to this agreement?**

Under the treaty, wildlife harvested by Maa-nulth First Nations members would be for domestic purposes and may not be sold, which is consistent with provincial and federal laws. Maa-nulth First Nations will have the right to trade or barter among themselves — or with other Aboriginal people of Canada who are living in British Columbia — any wildlife or wildlife parts harvested under their treaty rights. Trade and barter does not include the right to sell wildlife.

8) **In what way will a treaty help to protect and conserve wildlife in the area?**

Maa-nulth First Nations share the commitment of local wildlife users to sustaining wildlife populations in the west coast region of Vancouver Island. The First Nations have agreed that conservation and health of wildlife stocks will take precedence over their treaty hunting rights. Maa-nulth First Nations have also agreed to exchange harvest information with provincial wildlife managers, which will contribute to managing the total harvest for the benefit of all wildlife users.

For more information:
TREATY NEGOTIATIONS OFFICE
PO Box 9100 Stn Prov Govt
Victoria, BC V8W 9B1

Phone: 1 800 880-1022
Website: www.gov.bc.ca/tno

TREATY NEGOTIATIONS OFFICE

BRITISH COLUMBIA

B.C. Heartlands Economic Strategy:
Treaty Negotiations

Maa-nulth First Nations Agreement-in-Principle Fisheries

Protecting B.C.'s Fishery

British Columbia's fishery is a rich natural resource and the Province is committed to ensuring it is managed for the benefit of all British Columbians. Fisheries and fisheries habitat are renewable resources requiring careful management in order to protect diversity, abundance and health, and to ensure harmony among environmental, social and economic interests.

The provincial government supports treaty arrangements that reflect the following objectives:

- conservation and sustainability of the fishery;
- economic viability of the industry;
- equitable fishing arrangements for all participants;
- an overall vision of the fishery that informs management decisions as well as specific treaty negotiations; and
- an integrated and effective management regime across all sectors.

Clarifying Aboriginal rights through treaties

The AIP sets out that the Final Agreement will be a full and final settlement of the Maa-nulth First Nations' Aboriginal rights relating to lands and resources. This will be accomplished by modifying undefined Aboriginal rights into specific rights defined in the treaty. The treaty will also identify the scope and limitations of these rights.

Frequently Asked Questions

1) **Will a treaty allow the Maa-nulth First Nations unlimited access to fish?**

No. The AIP sets out that Maa-nulth First Nations fishers will have the right to harvest fish for food, social and ceremonial purposes subject to measures for conservation, public health and public safety. These fish may not be sold. Domestic fish allocations will be based on formulas that will vary annually based on the abundance of species.

BRITISH
COLUMBIA

2) **Will Maa-nulth First Nations need licences to fish?**

Yes. Individual Maa-nulth First Nations fishers will be required to carry documentation issued by their government. All persons or vessels that fish or harvest aquatic plants will be required to produce this documentation on request by an authorized person.

3) **What are the components of the domestic food fishery for the Maa-nulth First Nations?**

The domestic allocation for the Maa-nulth First Nations includes herring, halibut, some species of groundfish, Dungeness crab, prawns, and sockeye, chinook, coho and chum salmon. Before Final Agreement, domestic allocations will also be determined for other species, including bivalves, shellfish and tuna. Maa-nulth First Nations citizens will have the right to trade and barter their domestic catch among themselves or with other Aboriginal people of Canada living in British Columbia.

4) **Who will be responsible for managing the domestic fishery for the Maa-nulth First Nations?**

A joint fisheries committee will be open to Maa-nulth First Nations, all other Nuu-chah-nulth First Nations, and the federal and provincial governments. The Maa-nulth First Nations will develop annual fishing plans for review by the joint fisheries committee. The plans will detail fish species and amounts to be harvested. The federal Minister of Fisheries and Oceans will authorize the Maa-nulth First Nations' domestic fishery based on recommendations from the joint fisheries committee and the annual fishing plans.

5) **If there is a conservation concern for a certain species, how will this be addressed in the treaty?**

The federal Minister of Fisheries and Oceans will retain authority for fisheries management under the treaty and may designate a species if there is a conservation concern. Maa-nulth First Nations' allocations would be negotiated based on a share of the total allowable catch. Factors that will be considered include the status of the species and harvesting levels by other fishers.

6) **Will the Maa-nulth First Nations have a commercial fishery?**

The AIP sets out provisions for the Maa-nulth First Nations and the federal government to negotiate commercial fish licences outside the treaty on the same basis as other commercial fishers. These negotiations will determine annual allocations of sockeye and chinook salmon, herring, halibut, sablefish and Dungeness crab

7) **Will the court ruling on the Aboriginal Fishing Strategy affect provisions in this AIP?**

No. The Aboriginal Fishing Strategy was a federal pilot sales program. The provincial court ruling is about the extent to which this federal program, which is distinct from fisheries negotiations at treaty tables, did or did not comply with section 15 of the Charter of Rights and Freedoms.

The Maa-nulth AIP sets out provisions for commercial licences to be negotiated through the Department of Fisheries and Oceans on the same priority as other commercial fisheries. In other words, Maa-nulth fishers will not be entitled to a separate commercial fishery that excludes other fishers.

For more information:
TREATY NEGOTIATIONS OFFICE
PO Box 9100 Stn Prov Govt
Victoria, BC V8W 9B1

Phone: 1 800 880-1022
Website: www.gov.bc.ca/tno

TREATY NEGOTIATIONS OFFICE
British Columbia